



Request for Proposal (RFP) 11-22

for

Actuary Consulting Services- Post Retirement Benefits Other Than Pensions

Issued: Thursday, February 2, 2012

Proposals Due at GCT by 3:00 p.m. (PST) Thursday, February 23 , 2012

Contact:

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- A. Proposal Form
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- I. Project Specifications
- II. Instructions and Information to Comply with Insurance Requirements
- III. Organizational Chart for GCT

SECTION I – GENERAL INFORMATION

This Request for Proposal (RFP) has been posted on Gold Coast Transit (GCT) website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 **Introduction/Purpose**

Gold Coast Transit (GCT) requests written proposals for Actuarial Consulting Services for the requirements of Governmental Accounting Standards Board (GASB) Statement 45. Proposals are to include all labor, material, tools, equipment and incidentals necessary to complete services as described in this solicitation.

This project is financed in part with Federal funds and requires compliance with applicable laws and regulations as specified in applicable Federal terms, conditions and provisions incorporated herein.

Whether this solicitation is an Invitation for Bids (IFB) or Request for Proposals (RFP), as well as in the resultant contract, we may interchangeably use the terms "bid," "offer" or "proposal" to mean your response to this solicitation. Also, we may interchangeably use the terms "offeror," "offeror" or "proposer" meaning you as the responder to this solicitation. In addition, the terms "successful offeror," "successful offeror," "successful proposer," "supplier," "vendor" and "contractor" have the same meaning as the party to which a contract is awarded.

1.2 **Background**

Gold Coast Transit (GCT) as a public entity is a joint powers transit authority composed of the cities of Ojai, Oxnard, Port Hueneme, San Buenaventura and the County of Ventura. GCT, which was known as South Coast Area Transit (SCAT) prior to July 2007, was established in July 1973 for the purpose of operating a public transportation system.

The Joint Powers Agreement (JPA) provides for a Board of Directors-General Manager form of agency. The five members of the Board are elected officials appointed, one by each of the cities and one by the County. The Chair of the Board is elected by the Board and presides over Board meetings. The Board appoints the General Manager. All other positions are under the administration of the General Manager. The General Manager is Mr. Steven P. Brown, who assumed the position in October 2010. Mr. Brown previously served as GCT's Director of Planning and Marketing.

GCT has a total of 163 employees, including some on long-term absence, at the time of this solicitation. An organizational chart for GCT is included in Exhibit III. Under the direction of the Director of Administrative Services, the Administration Department has the day-to-day responsibility of overseeing the financial transactions of GCT.

All permanent employees of GCT participate in a defined benefit pension plan administered pursuant to a contract between GCT and the State of California Public Employees' Retirement System (CalPERS), a state-wide system, operated under the auspices of the Government Code. Rates charged member groups are based on periodic actuarial studies, which PERS is required to perform.

All active permanent employees of GCT are eligible to participate in GCT's benefit programs, including medical, dental, vision, long-term disability and term life insurance. Board members are not eligible for GCT's benefits programs. GCT's medical plan is provided under contract with the State of California Public Employees' Retirement System (CalPERS) as provided by the California Public Employees' Medical and Hospital Care Act (PEMHCA). GCT's other benefit programs are provided by third parties through GCT's benefits broker, Alliant Insurance Services, Inc.

The only post employment benefit other than pensions presently provided by GCT to current employees, retirees and future eligible employees is medical coverage provided by CalPERS under PEMHCA. GCT pays the minimum employer contribution, and is currently using the unequal method for annuitants, which allows the monthly contribution for annuitants to increase annually over twenty years by the number of years that the contracting agency has been a member of PEMHCA multiplied by 5 percent.

GCT first contracted for medical coverage with CalPERS in 2001, so GCT has been in PEMHCA for eleven years and for 2012 pays 55% of the PEMHCA minimum employer contribution, which is currently set at \$112.00 per month per retiree. GCT's 2012 contribution per retiree is \$61.60 per month.

GCT had 139 permanent employees as of June 30, 2011. The contractor will be provided the CalPERS data extracts for both active and retired employees as of June 30, 2011. The retired extract shows that of fifty-five retirees listed, only six participate in GCT's CalPERS medical coverage.

1.3 Action Dates.

| Milestone | Date(s) |
|---------------------------------|------------------------|
| Issue RFP | 2/2/12 |
| Question and Answer Phase | 2/2/12 through 2/13/12 |
| GCT Response to Questions | 2/17/12 |
| Proposal Due Date | 2/23/12 |
| Contract Award | TBD |
| Kick-off Meeting/Teleconference | Within 14 days ARO |
| Commence Performance | TBD |
| Complete Performance | TBD |

The awarded contractor may not commence work until a meeting, either in person or telephonically between representatives of the contractor and GCT is held and at a date

and time mutually agreed upon. If in person, the meeting shall be held at GCT's facility.

1.4 Questions regarding RFP

In lieu of a pre-bid conference, a Question and Answer phase has been established, February 2, 2012 through February 13, 2012 by 5:00 pm (pst). This will be the only opportunity Offerors will have to receive clarifications and have questions answered pertaining to the requirements and/or RFP

All questions must be in writing and be directed to Marlena Kohler, Purchasing Manager/DBE Officer at mkohler@goldcoasttransit.org prior to deadline as stated above.

Questions must reference the appropriate page and section number (where possible), and must be submitted by the end of the Q&A Phase as stated above. GCT will not respond to questions received after the deadline. GCT reserves the right to amend answers prior to the offeror's submission deadline. GCT's responses to offeror's questions will be issued as an addendum to this RFP and posted on GCT's website. It will be the responsibility of the Offeror to ensure they have checked GCT's website prior to submitting their offer.

Respondents must notify GCT of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline for submitting questions and comments. If a respondent fails to notify GCT of these issues, it will submit an offer at its own risk, and if awarded a contract: (1) shall have waived any claim of error or ambiguity in the RFP or resulting contract, (2) shall not contest GCT's interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief or time by reason of the ambiguity, error or its later correction.

SECTION II – INSTRUCTION TO OFFERORS

2.1 Submittal Deadline

Completed proposals, including any applicable addendums, should be sealed and clearly marked: **REQUEST FOR PROPOSAL 11-22, Actuary Study GASB 45** and must be delivered no later than **3:00 p.m. on Thursday, February 23, 2012** to:

Gold Coast Transit
301 E. Third Street
Oxnard, CA 93030
Attn: Marlena Kohler, Purchasing Manager/DBE Officer

The Offeror's company name and address shall appear in the upper left corner of the package.

2.2 Proposal Response

Offerors are responsible for making certain their proposals are received by GCT on or before the Proposal Submittal Deadline. The receiving time in GCT (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

Each proposal must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Offers by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing will also be typed or printed on the form. An offer by a person who affixes to his signature the word "President", "Secretary", "Agent" or other designation, without disclosing his principal, may be held to the bid of the individual signing. When requested by GCT, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

Any proposal conditioned in whole or in part on the revision or omission of any requirement or provision in the solicitation or on the inclusion of an escalation clause or any other requirement or provision not contained in the solicitation will be rejected unless this procurement is negotiated.

Each proposal will be received with the understanding that acceptance by GCT of the bid to provide the goods and services described herein shall constitute a contract between the Offeror and GCT which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.

A proposal may be withdrawn by written request received from the Offeror prior to the time set for opening of bids/closing of proposals. The Offeror may not withdraw its bid for a period of 90 calendar days after the date set for the opening of bids/closing of proposals. If award is delayed in whole or part beyond that period, such award shall be conditioned on the Offeror's acceptance.

2.3 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the offeror's ability to provide the services that can best satisfy the requirements herein and the needs of GCT. Elaborate or unnecessarily lengthy documents are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content. In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. To conserve resources we ask that proposals be duplexed when possible.

Please submit one (1) original, marked "MASTER" and two (2) identical copies of the proposal, for a total of three (3). Envelopes containing the original and the copies should be marked in accordance with the direction found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER" GCT reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of GCT.

Answer on standard 8.5" X 11" pages. Proposals should include the following and be submitted in the order presented:

Proposals should contain the following information (in this order):

- a) Executive Summary - This section shall serve to provide GCT with key elements and unique features of the proposal. Provide a proposal plan and fee quote for each item included within the scope of work with a not to exceed amount for the entire scope of work. The proposal should also

include the data requirements to perform the valuation and a timeline for completion. Include fee guarantees for valuations in each of the next two years, since contracts for services may be awarded for up to three years.

- b) Experience - Proposals should include a brief resume of all similar projects your firm has performed in the past three years both in the public and private sector. Please include a project contact name and phone number for GCT review/reference check purposes. Proposals should include a brief description of how your firm has adhered to budget and schedule constraints for similar projects.
- c) Staff Qualifications and Availability - Proposals are to include information specifically on those persons actually performing work on the project including staff hourly rate and percentage of involvement for each person. Such information should include educational background, experience and professional resumes, as appropriate.
- d) Sub-contractors - If the services are to be sub-contracted the names and addresses of those firms shall also be furnished in the proposal.
- e) Contract: Award is contingent upon the successful negotiation of final contract terms. Offerors shall review all terms and condition herein. Any comments/exceptions to these terms and conditions must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph. Deviations considered excessive by GCT may reduce or eliminate an Offeror.
- f) Compensation: The proposal should contain all pricing information relative to performing actuarial services as described in this request for proposal. **All other costs must be detailed.** No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein. Offeror must include Proposal Form, Attachment A in this section of their offer.

2.4 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by GCT must withdraw its proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the Offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for receipt.

2.5 Opening of Proposals

Proposals will not be opened publicly, but a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals (excluding proprietary information) will be made public and may be inspected at the time of award.

2.6 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to Offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Offerors from any obligation with respect to this proposal.

2.7 Evaluation/Award of Proposals.

Proposals will be evaluated on the offeror's experience and stability (including references), ability to meet requirements, and reasonableness of cost. Criteria are not listed in any order of preference. GCT will be the sole judge as to the definition and interpretation of the terms "responsible," "responsive" and "lowest overall cost."

Award, if made, will be to the Contractor offering the most advantageous proposal after considerations of all evaluation criteria.

GCT shall not be obligated to accept the lowest priced proposal. An award, if made, will be in the best interests of GCT after all factors have been evaluated.

While GCT intends to enter a contract for these services, it will not be bound to do so. GCT reserves the right to reject any or all proposals.

GCT shall be the sole judge of the successful offers hereunder.

2.8 Proposal Validity

Proposals submitted hereunder shall be firm for 90 calendar days from the due date unless otherwise qualified.

2.9 Changes to this Solicitation.

Any interpretation or correction of this solicitation including its descriptions and specifications will only be made by written addenda. Any addenda or bulletins issued during the time of bidding shall be considered in the bid and be made part of the

contract. Receipt of such addenda, if any, shall be acknowledged by the Offeror in the space provided on the Proposal Form.

2.10 Contract Document.

This RFP, including any addenda, will become the contract document by inclusion of a cover page/notice to proceed incorporating applicable information from the successful offeror's bid and which will have been signed by the appropriate GCT authority. The resultant contract will be firm fixed price.

2.11 Proof of Responsibility

An offeror, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the IFB/RFP

2.12 Failure to Respond.

GCT may remove from mailing lists for future IFBs/RFPs, for an undetermined period of time, the name of any Offeror for failure to accept a contract, failure to respond to two (2) consecutive IFBs/RFPs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

2.13 Protest Procedures.

Protests can be made during the procurement process as follows:

- Pre-bid during the solicitation process if received prior to bid opening or proposal due date
- Pre-award against making an award if received after receipt of proposal or bids, but before award of a contract
- Post-award if received after award of a contract.

Any interested party who has an objection during any phase of the procurement process, shall lodge that protest, in writing, with the GCT Director of Administrative Services with a copy to the Purchasing Manager. A post-award protest must be received within ten calendar days after award of the contract. All protests shall clearly state the grounds for the protest and the relief sought. The Director of Administrative Services will respond, in detail, to each substantive issue raised in the protest. With certain exceptions, GCT will not make award prior to resolution of protest or open bids or proposals prior to resolution of protest filed before bid opening or proposal due date. Spurious protests may be subject to civil proceedings for recovery of compensatory and/or punitive damages.

The detailed GCT written protest procedure may be obtained from the Purchasing Manager. See the solicitation cover page for contact information.

2.14 Pre-Contractual Expenses.

Expenses incurred by the Offeror to prepare a proposal, submit it, conduct negotiations and other expenses incurred in proposal preparation are the Offeror's liability and shall not be included as part of the proposal.

2.15 Post Proposal Interview.

Offerors may be invited to attend on-site or telephonic interview with GCT personnel to review questions concerning their proposal. At least five (5) working days notice will be given.

2.16 Additional Information.

If during the evaluation process, GCT is unable to determine as offeror's ability to perform, GCT has the option of requesting any additional information which GCT deems necessary to determine the offeror's ability. The offeror will be notified and permitted five (5) working days to comply with any such request.

2.17 Financial Capability.

Financial stability is required for consideration as a responsible offeror. Offeror shall submit information indicative of its ability to perform by providing credit and client references as indicated herein.

2.18 Reservation of Rights.

GCT reserves the following rights if using them will be more advantageous to GCT:

- a. Accept or reject any and all bids, or any item or part thereof.
- b. Waive any informalities or irregularities in bids.
- c. Withdraw this IFB/RFP at any time without prior notice.
- d. Not award a contract to any offeror responding to this IFB/RFP.

2.19 Taxes.

GCT is exempt from payment of Federal Excise and Transportation Taxes. Sales tax is not applicable to services.

SECTION III – REQUIREMENTS**3.1 General Description/Specifications.**

This procurement is for an actuarial analysis of the liabilities and costs for GCT's Post Retirement Benefits Other than Pensions (OPEB). GCT may elect to use the selected vendor from this RFP for future GASB 45 costs update. Proposals are to all labor, materials, tools, equipment and incidentals in accordance with Exhibit I-Project Specifications.

3.2 Term

The initial term of the contract will be for three (3) year and by mutual agreement may be renewed for one two-year option period.

3.3 Disadvantaged Business Enterprise (DBE) Requirements.

No DBE goal is established for this procurement.

The Offeror shall also indicate on the attached Proposal Form, Attachment A, whether it is an eligible DBE. If the Offeror attests to being a DBE, a copy of the document that certifies it as a DBE shall be provided with its bid.

3.4 Insurance.

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

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

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

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

- “Gold Coast Transit (GCT) is an additional insured.”
- “The liability assumed by Contractor under the provisions of the Hold Harmless and Indemnity clause contained in the contract is covered by the terms of this policy.”
- “The policy will not be cancelled or materially changed without thirty (30) days prior written notice to GCT.”
- “The Contractor’s policy is primary and non-contributory over any other insurance carried by GCT.”

3.5 Workers’ Compensation.

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

3.6 Hold Harmless and Indemnity.

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

3.7 Invoices, Payment and Cash Discount.

Invoice(s) shall be submitted after final delivery of specified goods or services unless progress or partial payments are authorized elsewhere in the contract. Invoice(s) shall include the purchase order or contract number, item(s) for which payment is invoiced, quantity, unit price, extension and any cash discount offered. Payment will be made based on actual services and/or material delivered and accepted and for which invoices are received and approved by the GCT Technical Representative or Project Manager. Terms are net 10th of the following month unless a cash discount is accepted. In connection with any cash discount specified on this order, time will be computed from the date of complete acceptance of the supplies, equipment or services as specified, or from date correct invoices are received in the GCT Administrative Office if the latter date is later than the date of acceptance. For the purposes of earning the discount, payment is deemed to be made on the date of mailing of the GCT warrant or check.

3.8 Federal, State and Local Laws.

Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated there under. If this contract is funded with federal funds, the contractor shall also comply with applicable Federal Transit Administration (FTA) directives. Since laws, regulations, directives, etc. may be modified from time-to-time, the contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.

3.9 ADA Requirements.

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

3.10 Guaranty Requirements.

The Offeror will provide a guaranty as to its work as addressed in **Attachment B** which is to be provided after contract award by the time specified below in Section 3.11.

3.11 Post-Award Submission Requirements.

Failure to provide within ten (10) calendar days after award of contract the following completed and signed forms and certificates will result in cancellation of award:

- a. Certificate of Insurance as explained in the provision entitled "Insurance" in Section 3.4 .
- b. Guaranty. The successful Offeror shall submit to GCT the executed and notarized "Guaranty" form included as **Attachment B** in this RFP.

SECTION IV - GENERAL PROVISIONS

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation:

4.1 Complete Agreement.

- a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between GCT and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b. GCT's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of GCT's right to such performance by Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to GCT.
- c. GCT assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by GCT are expressly stated in this Agreement.
- d. Changes to any portion of this Agreement shall not be binding upon GCT except when specifically confirmed in writing by an authorized representative of GCT.

4.2 Order of Precedence.

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including its exhibits; (2) the provisions of the IFB/RFP on which the contract is based including any and all Addendums; (3) the bid submitted to GCT by the Contractor in response to said IFB/RFP; and (4) any other documents cited or incorporated herein by reference. In the event of conflicting provisions between drawings, if any, and specifications, specifications shall take precedence.

4.3 Incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular

4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Gold Coast Transit requests which would cause Gold Coast Transit to be in violation of the FTA terms and conditions.

4.4 No Obligation by the Federal Government.

- a. GCT and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.5 Gold Coast Transit Designee.

The General Manager of GCT, or designee, shall have the authority to act for and exercise any of the rights of GCT as set forth in this Agreement, subsequent to and in accordance with the authority granted by GCT's Board of Directors.

4.6 GCT Project Manager.

The GCT Project Manager will be Steve Rosenberg, Director of Administrative Services.

4.7 Interest of Employees.

No board member, officer, or employee of GCT, during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. To each party's knowledge, no board member, officer, or employee of Gold Coast Transit has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than GCT, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) and Title 9, Chapter 7 (commencing with Section 87100) of the Government Code of the State of California.

4.8 Interest of Members of Congress.

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.

4.9 Independent Contractor.

Contractor's relationship to GCT in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of GCT. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters.

4.10 Conflicts of Interest and Gratuities.

Proposers are prohibited from engaging in any practice that may be considered as a conflict of interests under existing Agency policies and/or state law, and to refrain from participating in any gifts, favors or other forms of compensation that may be viewed as a gratuity in accordance with existing policies and laws.

4.11 Notice of Labor Dispute.

Whenever Contractor has knowledge that any actual or potential labor dispute may delay its performance under this Agreement, Contractor shall immediately notify and submit all relevant information to GCT. Contractor shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay performance under this Agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

4.12 Title and Risk of Loss.

Unless otherwise provided in this agreement, Offeror shall have title to and bear the risk of loss of or damage of the items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein, and upon such delivery title shall pass from Offeror and Offeror's responsibility for loss or damage shall cease, except for loss or damage resulting from Offeror's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by GCT.

4.13 Changes.

By written notice, GCT may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any

such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify GCT thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made and the agreement modified accordingly. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the agreement as changed. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

4.14 Force Majeure.

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

4.15 Suspension and Debarment.

- a. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- b. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- c. By signing and submitting its bid, proposal or contract, the offeror, proposer or Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by GCT. If it is later determined that the offeror, proposer or Contractor knowingly rendered an erroneous certification, in addition to remedies available to GCT the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The offeror, proposer or Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The offeror, proposer or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.16 Energy Conservation.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4.17 Access to Records.

The Contractor agrees to the following access to records requirements:

- a. To provide GCT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to GCT, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until GCT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4.18 Assignment of Contract.

The performance of part or all of this Contract may not be delegated or assigned except upon written consent of GCT's Board of Directors; except that Contractor may assign monies due or to become due hereunder, to the extent permitted by law, without such Board of Directors consent.

4.19 Arbitration.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall take place in the City of Oxnard, California.

4.20 Remedies/Breach of Contract.

Administrative, contractual, or legal remedies are available, as appropriate, in instances where the Contractor violates or breaches contract terms.

4.21 Attorney Fees.

In the event any action or proceeding is brought to enforce the terms or performance of this contract, the prevailing side shall be entitled to its reasonable costs and attorney fees.

4.22 Disputes.

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by GCT's Director of Administrative Services, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Director of Administrative Services shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Contractor mails or otherwise furnishes to the Director of Administrative Services a written appeal addressed to GCT's General Manager. The decision of GCT's General Manager or duly authorized representative for the determination of such appeals shall be final and conclusive.
- b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
- c. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision of GCT's Director of Administrative Services. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any GCT official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

4.23 Venue and Place of Contracting.

The place of contracting and execution of this contract is Ventura County, California, and the parties to this contract agree that in the event any dispute arises over its terms or performance, jurisdiction and venue for any legal action taken thereon shall be Ventura County, California.

4.24 Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4.25 Termination for Convenience.

The performance of work under this contract may be terminated by GCT in accordance with this clause in whole, or from time-to-time in part, whenever GCT shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by GCT, the Contractor shall:

-
- a. Stop work under the contract on the date and to the extent specified in the notice of termination;
 - b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
 - d. Assign to GCT in the manner, at the times, and to the extent directed by GCT, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case GCT shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of GCT, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
 - f. Transfer title to GCT and deliver in the manner, at the times, and to the extent, if any, directed by GCT the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to GCT;
 - g. Use its best efforts to seek, in the manner at all times, to the extent, and at the price(s) directed or authorized by GCT, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at price(s) approved by GCT, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by GCT to the Contractor under this contract shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as GCT may direct;
 - h. Complete performance of such part of the work as shall not have been terminated by the notice of termination;
 - i. Take such action as may be necessary, or as GCT may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which GCT has or may acquire an interest.

- j. After termination, the Contractor shall submit a final termination settlement proposal to GCT as directed. If the Contractor fails to submit a proposal within the time allowed, GCT may determine, on the basis of information available, the amount, if any due the Contractor because of the termination and shall pay the amount determined. After the Contractor's proposal is received, GCT and Contractor shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, GCT may issue a final determination and pay the amount determined. If the Contractor does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Contractor may appeal under the Disputes clause.

4.26 Termination for Default.

- a. GCT may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cause such failure to be corrected within a period of ten (10) days (or such longer period as the GCT may authorize in writing) after receipt of notice from the GCT specifying such failure.
- b. If the contract is terminated in whole or in part for default, GCT may procure, upon such terms and in such manner as GCT may deem appropriate supplies or services similar to those so terminated. The Contractor shall be liable to GCT for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required project completion schedule.
- d. Payment for completed supplies delivered to and accepted by GCT shall be at the contract price. GCT may withhold from amounts otherwise due the Contractor for such completed supplies such sum as GCT determines to be necessary to protect GCT against loss because of outstanding liens or claims of former lien holders.

- e. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of GCT. The rights and remedies of GCT provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4.27 Civil Rights.

The following requirements apply to the underlying contract:

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. §

5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4.28 Federal Protections for Individuals with Disabilities.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities and services, and imposes specific requirements on public and private public and private entities. The Contractor must comply with its responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

ATTACHMENT A

PROPOSAL FORM

Offerors shall complete the following form and include it in the Compensation section of proposal.

| | | | | | |
|--|--|--------|-----------|-----------|--|
| Company Name | | | | | |
| Address: | | | | | |
| City: | | State: | | Zip Code: | |
| Phone: | | | Fax: | | |
| Tax ID# | | | D.U.N.S # | | |
| Type of Firm: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other _____ | | | | | |
| Offeror hereby certifies that it (check one): <input type="checkbox"/> IS <input type="checkbox"/> IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined in provision 28 of the IFB/RFP. If "IS" is checked, attach copy of document that certifies Offeror's status as a DBE. | | | | | |

Acknowledgement of Addenda if any: *(if none received, check for "NONE")*

| Addendum # | Date | Addendum # | Date |
|------------|------|------------|------|
| | | | |
| | | | |
| | | | |

By execution below by a duly authorized representative(s) of the Offeror, the Offeror hereby offers to furnish services as specified in its offer submitted to Gold Coast Transit (GCT) in response to Request for Proposal No. 11-22 in its entirety.

Name of Authorized Signer

Title of Signer

Email of Signer

Signature

Date: _____

Name of Authorized Signer

Title of Signer

Email of Signer

Signature

Date: _____

**ATTACHMENT B
GUARANTY**

The undersigned, as "Contractor," guarantees to Gold Coast Transit (GCT) that the materials furnished, the completed installation work, and the related work performed by the Contractor in accordance with the Contract awarded pursuant to Request for Proposal (RFP) 11-22 for Actuary Study GASB 45.

- A. For a period of one (1) year from the date of completion, as evidenced by the date of final acceptance of the work by GCT, the Contractor warrants to GCT that work performed and materials furnished under this Contract conforms to the Contract requirements and shall be free from any defect in design, material or workmanship performed by the Contractor or its subcontractors or suppliers.
- B. Under this guaranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect.
- C. Nothing in the above intends or implies that this warranty shall apply to work, which has been abused or neglected by GCT.
- D. This guaranty shall be in addition to the other guarantees and warranties, if any, specified elsewhere in the Agreement and shall be enforceable concurrently with, or in lieu of, said other guarantees.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes during the period specified above, the undersigned agrees to reimburse GCT, upon demand, for its expenses incurred in restoring any such equipment or materials replaced and the cost of removing and replacing any other work without cost to GCT so that said work will function correctly as originally contemplated.

GCT shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event GCT elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from GCT. If the undersigned shall fail or refuse to comply with its obligations under this guaranty, GCT shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

Signature _____ Title _____

Subscribed and sworn to before me this _____ day of _____, 20____

Seal of Notary Public

EXHIBIT I**PROJECT SPECIFICATIONS**

The professional services required by GCT include the following:

- a) Calculate the post employment medical benefit liability based on the present value of future benefits to be provided to current and future post-employment individuals and retirees as of June 30, 2011.
- b) Calculate the Annual Required Contribution, Actuarial Liability and other required calculations as prescribed by GASB 45. The actuarial assumptions should be determined through discussions with GCT staff (in consultation with GCT's outside audit firm) before the study.
- c) Develop a projection of the post employment medical benefit payments for the next twenty years.
- d) Provide a comprehensive report and executive summary discussing assumptions, data utilized, and results. The executive summary should be clear and non-technical. The report should provide sufficient information for staff to implement GASB 45 reporting for GCT's Financial Statements and FY 2011-12 Comprehensive Annual Financial Report (CAFR), including note disclosure and required supplemental information.
- e) Attend one public meeting to present the study results to the GCT Board of Directors, if requested. This task should be broken out separately on the proposal and will be required only at GCT's discretion.

EXHIBIT II**INSTRUCTIONS AND INFORMATION
TO COMPLY WITH INSURANCE REQUIREMENTS****(Please share this information with your insurance agent or broker)**

1. **Agreement / Reference:** All evidence of insurance must identify the nature of your business with Gold Coast Transit (GCT). Clearly show any assigned bid, contract, lease, permit, etc., or give the project name or job to ensure that your submission will be properly credited. **Provide the types of coverage and minimum dollar amounts, and contract terms** as specified in the solicitation or contract to which this document is attached. See the provision entitled "Insurance" in Section III- REQUIREMENTS.
2. **When to submit:** Since no work may normally begin until the insurance submission has been approved by GCT's Risk and Safety Manager, your documents should be submitted as directed in the "Insurance" provision cited in paragraph 1 above. For **As-needed Contracts**, proof of insurance coverage need not be submitted until a specific job has been awarded. **Design Professionals**, proof of insurance coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Insurance Evidence and Approval: An Insurance Industry Certificate of Insurance (ACORD Certificate)** containing the following stipulated provisions: Thirty (30) days' cancellation notice, a ten (10) days' notice for non-payment of premium **AND** an Additional Insured Endorsement naming Gold Coast Transit an additional insured completed by your insurance company or its designee is the **acceptable** form of evidence of insurance. If the policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state that Gold Coast Transit is covered by this endorsement. An endorsement naming Gold Coast Transit as an additional Named Insured and Loss Payee is to be included on the Contractor's property policy. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law or California Financial Responsibility Law for Automobile Liability
 - Professional Liability Insurance
4. **Renewal:** When an existing policy is renewed, a new Certificate of Insurance or a renewal endorsement is required. If your policy number changes, you must submit a new Additional Insured Endorsement.
 5. **Alternative Programs / Self-Insurance:** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, Off-Shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after GCT has reviewed the relevant audited financial statements. To initiate a review of your program, submit a Declaration of Self Insurance completed by your administrator to GCT.
 6. **General Liability:** Insurance covering your operations (and products, where applicable) is required whenever GCT is at risk of third-party claims which may arise out of your work or your

presence or special events on GCT's premises. **Employment Practices Liability** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of GCT's premises.

7. **Automobile Liability:** Insurance is required only when vehicles are used in performing the work of your contract or when they are driven on GCT's premises; it is not required for simple commuting unless GCT is paying mileage. However, proof in compliance with California Law requiring auto liability insurance is a contractual requirement with GCT.
8. **Workers' Compensation and Employer's Liability:** Insurance is not required for single-person contractors. However, under state law these coverages (or a copy of the states Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors must provide GCT, **A Waiver of Subrogation** from their insurers.

A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on GCT's premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic, materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover from GCT on any workers' compensation claim paid to an injured employee of CONTRACTOR/ CONSULTANT.

9. **Errors and Omission:** Coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with circumstances of the individual job.
10. **Property Insurance:** Is required for persons having exclusive use of premises or equipment owned or controlled by GCT. **Builder's Risk/Course of Construction Insurance** is required during construction projects and shall include building materials in transit and stored at the project site.
11. **Surety:** Coverage or a bond may be required to guarantee performance of the work of contractors/consultants and subcontractors as well as payment to subcontractors. A **Crime Policy** may be required to handle GCT's funds or securities, and under certain other conditions. Also **Specialty Event Insurance** coverage may be needed for certain operations.

Completed Insurance Industry Certificates of Insurance (ACORD Certificates) and Endorsements can be sent electronically to Buyer identified in the solicitation by including "Insurance Certificate for Contract" in the subject line. Certificates may also be faxed to the Buyer at (805) 487-3532.

**Exhibit III
Organization Chart**

