



Request for Proposal (RFP) 11-10

for

CNG Station Equipment Upgrades

Issued: October 27, 2011

Proposals Due: by 3:00 p.m. (PST)

on December 6, 2011

Contact:

Marlena Kohler, Purchasing Manager/DBE Officer

Gold Coast Transit (GCT)

301 East Third Street

Oxnard, CA 93030

Phone: (805) 483-3959, extension 121

FAX: (805) 487-3532

E-mail: mkohler@goldcoasttransit.org

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- B – Proposal Evaluation Method and Criteria
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2. Bid Bond Acknowledgement
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6. List of Subcontractors
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9. Faithful Performance Bond
10. Payment Bond
11. Guaranty

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 CNG station equipment upgrades at our facility located at 301 East Third Street, Oxnard, CA 93030. Proposals are to include design, engineering, fabrication, installation, commissioning, testing and training associated with the supply of CNG station equipment upgrades, 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 Non-Mandatory Pre-Bid Conference.

Offerors are strongly encouraged to attend the pre-bid conference on **Tuesday, November 15, 2011 at 10:00 a.m. (PST)** to receive specific information about the project, the bid requirements and process, and to discuss particular questions that may occur as a result of review of this IFB/RFP. The pre-bid conference will be held at the GCT facility at 301 East Third Street, Oxnard, CA 93030 (entrance is on Garfield St.) and will include a walk of the job site.

1.3 Background

Gold Coast Transit is a joint powers authority providing local bus and paratransit service to member jurisdictions: Oxnard, Ventura, Port Hueneme, Ojai and the unincorporated areas of Western Ventura County among those cities.

The GCT Board of Directors is composed of elected officials from five member agencies and is currently chaired by the City of Oxnard, with the County of Ventura as Vice-Chair. The Board of Directors meets monthly. Each member agency is also represented on a Technical Advisory Committee (TAC) that is made up of staff personnel. The TAC also includes an ex-officio member from the Ventura County Transportation Commission (VCTC).

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GCT currently has 20 bus routes utilizing 54 buses. GCT also operates Gold Coast Transit ACCESS, a demand-response service for people with disabilities and seniors who reserve their rides ahead of time. All GCT and GCT ACCESS buses are alternative-fueled with compressed natural gas (CNG).

1.4 **Action Dates.**

Milestone	Date(s)
Issue RFP	October 27, 2011
Pre-Bid Conference	November 15, 2011
Deadline for Offeror's Questions	November 29, 2011
GCT Response to Questions	December 2, 2011
Proposal Due Date	December 6, 2011
Contract Award	TBD
Kick-off Meeting	Within 10 days ARO
Provide Bonds and Proof of Insurance	10 days after award
Commence Performance	TBD
Complete Performance	TBD

The awarded contractor work until a meeting between representatives of the contractor and GCT is held. The meeting shall be held at GCT's facility at a date and time to be established.

1.5 **Questions regarding RFP**

All questions concerning the RFP may be directed to Marlena Kohler, Purchasing Manager/DBE Officer at mkohler@goldcoasttransit.org.

Questions must reference the appropriate page and section number, and must be submitted by the deadline set forth in Section 1.4 above. GCT will not respond to questions received after the deadline. GCT's responses to offeror's questions will be posted on GCT's website. GCT reserves the right to amend answers prior to the offeror's submission deadline.

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 11-10, CNG EQUIPMENT UPGRADES** and must be delivered no later than **3:00 p.m. on December 6, 2011** 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 allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1", "Alternate Proposal 2", etc. Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. GCT will not furnish additional packages; Offeror may reproduce the RFP to submit alternate proposals.

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.

The attached Proposal Form must be properly executed, with all blank spaces filled in, signatures in longhand, and without line-outs, alteration, or erasure. 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 four (4) identical copies of the proposal, for a total of five (5). 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:

- a. Cover Letter. Indicate the submitter's interest in entering into a contract with GCT for the "Scope of Work" described above. Address any concerns or indicate lack of concerns you have with the requirements and, as addressed below, any General Provisions and Other Provisions that would be included in a contract. Include a certification that states you agree to exert your "best efforts" in fulfilling your responsibilities under a contract to support GCT with the scope of work described above.
- b. General Background. Include the date your firm went into business, its growth pattern, types of services provided, number of personnel employed, number of personnel specializing in the type of labor required for services of the type described under Section III "Requirements" below and number of personnel specializing in working with public agencies. Identify organization affiliations and licenses held which pertain to the work specified in support of GCT.
- c. Key Personnel. Provide resumes for proposed key personnel, both supervisory and technical. Field personnel should be included. Resumes must include education, experience, background, accomplishments and other pertinent information.
- d. References. Provide at least three names, addresses and phone numbers of individuals able to discuss performance and reputation of the firm relative to work of the nature specified to support GCT.
- e. Scope Explanation. Provide a detailed explanation, time line and description of how proposer will accomplish each task specified under Section III – Requirements to satisfy the overall delivery requirements.
- f. Schedule. Contractor shall submit a timeline as to when each task will be completed.
- g. Cost. Submit documentation associated with the pricing of each task. This may include price list, agreements with other, or contact information for other customers.

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 of Proposals.

Proposals will be evaluated on the offeror's technical ability and cost. The contract will be awarded to the responsive, responsible offeror with the lowest overall cost, price and other factors considered. "Other factors" include, but may not be limited to, an offeror's technical capability and verifiable level of responsibility to carry out the required project. GCT will be the sole judge as to the definition and interpretation of the terms "responsible," "responsive" and "lowest overall cost." See Appendix A for specifics.

2.8 Proposal Validity

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

2.9 Required Proposal Contents.

The applicable documents, forms and certifications required in an adequate bid for this solicitation are located in Section V. Offerors should submit their offers to include the elements specified in Section V.

2.10 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.

2.11 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.

2.12 Disadvantaged Business Enterprise (DBE) Requirements.

No DBE goal is established for this procurement.

The Offeror shall also indicate on the attached "Information to Be Provided by Offeror" form 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.

2.13 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

2.14 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.

2.15 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 Buyer. 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.

2.16 Delivery.

Time is of the essence for this project. The Contractor shall be ready to begin services after award of contract or notice to proceed. The Contractor shall give GCT not less than 48 hours advance notice of the start of any work. If GCT requests any construction schedules, the Contractor shall provide them within five (5) calendar days after the request is made. Failure to complete assigned project with the time allowed may result in the cancellation of the purchase order. Offeror shall indicate on Proposal Form (Attachment 1) anticipated commencement days after award and number of days estimated for completion of project.

2.17 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.

2.18 Permits and Inspection Costs.

The Contractor shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the work is located, and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency. GCT shall reimburse the Contractor for actual cost of applicable permits based on Contractor submission of a proper invoice to which shall be attached copies of the actual paid receipts for permit expenses.

2.19 Post Proposal Interview.

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

2.20 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.

2.21 Licensing Requirements.

In conformance with the current statutory requirements of Section 7028.15 of the Business and Professions Code of the State of California, regarding submission of an offer without a license, the Offeror shall provide as part of the offer its license number, class (or type), and date of expiration of the license.

A license will be required, along with any specialty licenses necessary for this project. As a minimum, the prime Contractor shall possess a Type B license issued by the State of California, shall comply with all State and City of Oxnard licensing requirements and shall ensure that all subcontractors fully comply with the appropriate State of California and City of Oxnard licensing requirements. The Offeror shall also certify that all information provided and representations made in the offer are true and correct, and made under penalty of perjury. Failure to so certify on the certification form as part of the offer shall render the Offeror non-responsive to this solicitation and will result in the rejection of the offer.

2.22 Bid Security.

Bids shall be accompanied by a certified or cashier's check, or an acceptable bid bond for an amount not less than five percent (5%) of the bid, made payable to the order of the Gold Coast Transit. A corporate surety (not an individual surety), registered in the state of California and registered to do business in the County of Ventura must issue bid bonds. Said check or bond shall be given as a guarantee that the Offeror will enter into a contract if awarded the work and in case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to GCT. See **Attachment 2 – Bid Bond Acknowledgement** for specifics.

2.23 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 in Section 2.3, item d.

2.24 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.

2.25 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 CNG station equipment upgrades at Gold Coast Transit facility located at 301 East Third Street, Oxnard, CA 93030. Proposals are to include design, engineering, fabrication, installation, commissioning, testing and training associated with the supply of CNG station equipment upgrades, in accordance with Appendix A-Specifications, attached.

3.2 Substitutions – Brand Name or Equal.

Manufacturer's name, trade names, model or catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Proposals will be considered for any item; such bids shall state brand name and numbers and include detailed specifications and attached to proposal.

Acceptance of a substitute is entirely at the discretion of GCT and subject to the following qualifications:

1. Equal in quality of materials used, in structural strength and in details of construction.
2. Equal in productive and mechanical performance.
3. Equal in finish, or in characteristics permitting specified finish to be applied.
4. Availability of replacement parts and maintenance service.

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.

5.1 GCT Project Manager.

The GCT Project Manager is Robert Lurie, Director of Fleet and Facilities. His phone number is (805) 487-5336, extension 134.

4.6 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.

4.7 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.

4.8 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.

4.9 Prevailing Wages

Work to be performed by Contractor in accordance with this contract may be a "public work" under Labor Code § 1720, et seq. If Contractor will receive federal funds, this contract may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., the Copeland "Anti-Kickback" Act 29 CRP Part 3 and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this contract are paid the correct rate of prevailing wages. When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage. GCT has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available, upon request at GCT's offices located 301 E. Third Street, Oxnard, CA 93030, and are available from the Department of Industrial Relations on the internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

4.10 Contract Work Hours and Safety Standards Act (Construction Contract).

Pursuant to 29 CFR 5.5, the following provisions apply to this contract:

a. Overtime Requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; Liability for Unpaid Wages; Liquidated Damages - In the event of any violation of the clause set forth in paragraph "a" above the contractor and any

subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph "a" above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph "a" above.

c. Withholding for Unpaid Wages and Liquidated Damages - GCT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph "b" above.

d. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

4.11 Subcontracts.

The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

4.12 Prompt Payment to Subcontractors.

The Contractor shall pay any Subcontractors approved by GCT for work that has been satisfactorily performed no later than thirty (30) days from the date of Contractor's receipt of progress payments by GCT. Within thirty (30) days of satisfactory

completion of all work required of the Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor.

4.13 Insurance.

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

a. Commercial Automobile Liability and Physical Damage with a \$1,000,000 Combined Single Limit.

b. Commercial General Liability Insurance for Personal Injury and Property Damage. Coverage to be extended with the following endorsements to the policy for a liability limit of not less than \$1,000,000 per occurrence / \$2,000,000 in aggregate:

- 1). Operations - Premises Liability
- 2). Independent Contractors Liability - Broad Form
- 3). Contractual Liability covering the Contractor's obligations herein
- 4). Personal Injury Liability extending to claims arising from employees of the Contractor
- 5). Completed Operations and Products Liability.

c. Workers' Compensation Insurance Coverage will be with limits as established and required by the State of California.

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

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

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

4.14 Workers' Compensation.

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

4.15 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.

4.16 Convict Labor.

In connection with the performance of work under this Agreement, Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

4.17 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.

4.18 Subcontractors and Assignments.

- a. Pursuant to the provisions of the California Public Contract Code Section 4104 every Offeror shall in the bid set forth:
 - 1). The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the Offeror in or about the work in an amount in excess of one-half of one percent of the Offeror's total bid; and
 - 2). The dollar amount of the work which will be done by each such subcontractor.
- b. Offeror shall complete **Attachment 6**, "List of Subcontractors," with the above requested information.
- c. If the Offeror fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the Offeror's total bid, or if the Offeror specifies more than one (1) subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the Offeror's total bid, the Offeror agrees to perform that portion. The successful Offeror shall not, without the express written consent of GCT, either:

- 1). Substitute any person, firm, or corporation as subcontractor in place of the subcontractor designed in the original bid; or
 - 2). Permit any subcontract to be assigned or transferred; or
 - 3). Allow it to be performed by anyone other than the original subcontractor listed in the bid.
- d. Every Offeror shall in the bid set forth the name and location of the place of business (address) of each subcontractor certified as a Disadvantaged Business Enterprise (DBE) who will perform work or labor or render service to the prime contractor in connection with the performance of the contract.

4.19 Safety and Health.

The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

4.20 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.

4.21 Quality.

All material and workmanship shall be of the highest grade, in accordance with the best modern practice. All materials and parts comprising the product shall be new and unused.

4.22 Inspection and Acceptance - Construction.

- a. All work (which term includes but is not restricted to materials, equipment, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by GCT at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of GCT and shall

- not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with requirements of this Agreement. No inspection or test by GCT shall be construed as constituting or implying acceptance. Inspection or test by GCT or its representatives shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of GCT after acceptance of the completed work under the terms of paragraph "f" of this clause, except as herein above provided.
- b. The Contractor shall, without charge, replace any material or correct any workmanship found by GCT not to conform to the requirements of this Agreement, unless in the public interest GCT consents to accept such material or workmanship with an appropriate adjustment in the terms of this Agreement. The Contractor shall promptly segregate and remove rejected material from the premises.
- c. The Contractor shall furnish promptly, without additional charge, all facilities, labor, equipment and material reasonably needed for performing such safe and convenient inspection and test as may be required by GCT. All inspections and tests by GCT shall be performed in such manner as to not unnecessarily delay the work. GCT reserves the right to charge to the Contractor any additional cost of inspection or test when material or workmanship is not ready at the time specified by the Contractor for inspection or test or when reinspection or retest is necessitated by prior rejection.
- d. If the Contractor does not promptly replace rejected material or correct rejected workmanship, GCT (1) may, by Agreement or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with the clause of this Agreement entitled "Termination for Default."
- e. Should it be considered necessary or advisable by GCT at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or its subcontractors, the Contractor shall pay all costs of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of this Agreement, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, it shall in addition, be granted a suitable extension of time.
- f. Unless otherwise provided in this Agreement, acceptance by GCT shall be made as promptly as practicable after completion and inspection of all work required by this Agreement, or that portion of the work that GCT determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards GCT's rights under the warranty provisions set forth herein.

4.23 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.

4.24 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.

4.25 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.

4.26 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.

4.27 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.

4.28 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.

4.29 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.

4.30 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.

4.31 Remedies/Breach of Contract.

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

4.32 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.

4.33 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.

4.34 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.

4.35 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.

4.36 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.

4.37 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.

4.38 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.

4.39 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.

4.40 Recovered Materials.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

4.41 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).

4.42 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.

SECTION V - SPECIAL PROVISIONS**5.2 Construction Conditions.**

Contract shall adhere to the following construction conditions:

1. All on site inspections will be scheduled in advance with GCT Project Manager or designee.
2. All construction work on fuel dispensers and methane detection shall take place Monday to Friday 8:00am to 5:00pm. Integration of control software may take place during evening fueling with prior approval of GCT Project Manager or designee.
3. Contractor shall park trucks on the South side of the CNG station. Overflow of contractor vehicles shall park on Hayes Ave. (Be aware of "No Parking" sign for 2nd and 4th Wed. of month)
4. Speed limit in GCT bus yard is 5mph.
5. Contractor shall work on one dispenser at a time. When the first dispenser is completed, tested and approved by GCT, contractor shall begin work on second dispenser.
6. At no time will contractor disable the CNG fuel station without prior approval of GCT project manager or designee.
7. Any utility, methane detection, or fuel station shut downs will be scheduled 24 hours in advance with GCT project manager or designee.

5.3 Inspection and Acceptance - Construction.

- a. All work (which term includes but is not restricted to materials, equipment, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by GCT at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of GCT and shall not relieve the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with requirements of this Agreement. No inspection or test by GCT shall be construed as constituting or implying acceptance. Inspection or test by GCT or its representatives shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of GCT after acceptance of the completed work under the terms of paragraph "f" of this clause, except as herein above provided.
- b. The Contractor shall, without charge, replace any material or correct any workmanship found by GCT not to conform to the requirements of this Agreement, unless in the public interest GCT consents to accept such material or workmanship with an appropriate adjustment in the terms of this Agreement. The Contractor shall promptly segregate and remove rejected material from the premises.

- c. The Contractor shall furnish promptly, without additional charge, all facilities, labor, equipment and material reasonably needed for performing such safe and convenient inspection and test as may be required by GCT. All inspections and tests by GCT shall be performed in such manner as to not unnecessarily delay the work. GCT reserves the right to charge to the Contractor any additional cost of inspection or test when material or workmanship is not ready at the time specified by the Contractor for inspection or test or when reinspection or retest is necessitated by prior rejection.
- d. If the Contractor does not promptly replace rejected material or correct rejected workmanship, GCT (1) may, by Agreement or otherwise, replace such material or correct such workmanship and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with the clause of this Agreement entitled "Termination for Default."
- e. Should it be considered necessary or advisable by GCT at any time before acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or its subcontractors, the Contractor shall pay all costs of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of this Agreement, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, it shall in addition, be granted a suitable extension of time.
- f. Unless otherwise provided in this Agreement, acceptance by GCT shall be made as promptly as practicable after completion and inspection of all work required by this Agreement, or that portion of the work that GCT determines can be accepted separately. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud or as regards GCT's rights under the "Guaranty" certification set forth in Section 5.7.

5.4 Progress Payments.

Progress payments are authorized on a monthly basis. The Contractor may submit one invoice at the end of each calendar month during the period of performance for an amount equal to work completed to date. GCT will pay the amount due less a 10% withholding. The monthly amount will be paid net 10th of the following month. The final payment including the amounts previously withheld will be paid upon final acceptance of the work by GCT. Invoices should be submitted to the attention of Accounts Payable, Gold Coast Transit, 301 East Third St, Oxnard, CA 93030-6048.

5.5 Liquidated Damages.

If the Contractor fails to complete the work within the time specified in the contract, or by any extension authorized in writing by GCT, the actual damage to GCT for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to GCT as fixed, agreed-to liquidated damages for each calendar day of delay the sum of one-hundred-fifty dollars (\$150.00). Alternatively, GCT may terminate this agreement in whole or in part as provided in the clause entitled "Termination for Default." If so, the Contractor shall be liable, in addition to the excess costs provided in that clause, for such liquidated damages accruing until such time as GCT may reasonably obtain delivery or performance of similar supplies or services from a different source. The Contractor shall not be charged with liquidated damages when the delay is determined to be excusable in accordance with the clause entitled "Force Majeure." GCT shall ascertain the facts and extent of the delay and shall extend the time of performance when in its judgment the findings of fact justify the extension.

5.6 Bonding Requirements after Contract Award.

Within ten (10) calendar days after award of contract, the Contractor shall provide to GCT a Faithful Performance Bond and a Payment Bond as specified in Section 5.3.

5.7 Warranty and Guaranty Requirements.

The Offeror will provide a guaranty as to its work as addressed in **Attachment 11** which is to be provided after contract award by the time specified in provision 3d of Section 5.3 (d). Further, for any equipment, material or supplies provided to GCT in accordance with a contract resulting from this solicitation, the Contractor shall pass through to GCT all warranties of manufacturers, **vendors** or suppliers. Written copies of said warranties shall be provided to GCT prior to contract completion.

5.8 Report in Compliance with the American Recovery and Reinvestment Act (ARRA).

GCT will be financing this procurement with ARRA funds and, as a result, must report specific information regarding the use of those funds to the Federal Transit Administration. Consequently, the Contractor shall provide a monthly report to GCT by the 5th of each month (or portion of a month) after award of the contract. The monthly period will be from the 26th of one month through the 25th of the following month. The report will include the following information applicable to work performed the preceding monthly period:

- a. The total hours worked per employee by name or job title during the monthly reporting period for both contractor and subcontractor employees.
- b. Total payroll expense for the monthly period for both contractor and subcontractor personnel.

The monthly report shall be provided to the Purchasing Manager by e-mail to mkohler@goldcoasttransit.org with "ARRA Report" in the subject line. Payment of invoices in accordance with provision 2 of this section may be contingent upon timely receipt of the monthly report required by this provision.

5.9 Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to GCT and understands and agrees that GCT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.10 Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to GCT and understands and agrees that the GCT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5.11 Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror/Proposer shall complete and submit with its bid/proposal the Certification Regarding Lobbying which is **Attachment 7** hereto.

5.12 Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a

waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

An offeror or offeror must submit to the FTA recipient the appropriate Buy America certification (see **Attachment 8**) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

SECTION V – FORMS, CERTIFICATIONS AND INFORMATION FROM OFFEROR**5.1 General Guidance.**

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

5.2 Forms, Certifications and Information to be Submitted with Proposal.

The below forms, certifications and information requirements are to be included in the Offeror's proposal. Unless otherwise stated, they should be completed, signed and returned in the number of copies specified.

- a. Proposal Form. See **Attachment 1**. Provide original and one copy.
- b. Bid Bond Acknowledgement. See **Attachment 2**. Provide original only.
- c. Bid Security Form. Provide either the "Bid Bond" form in **Attachment 3** or "Check to Accompany Bid" form with a check as explained in **Attachment 4**. Provide original only.
- d. Offeror's Certificate of Compliance Regarding State of California Business and Professions Code Section 7028.15. See **Attachment 5**. Provide original only.
- e. List of Subcontractors. See **Attachment 6**. Provide original and one copy.
- f. Lobbying Certification (only if the bid exceeds \$100,000). See **Attachment 7**. Provide original only.
- g. Buy America Certification. (only if the bid exceeds \$100,000). See **Attachment 8**. Provide original only.
- h. Faithful Performance Bond. **See Attachment 9**. Provide original only.
- i. Payment Bond. **See Attachment 10**. Provide original only.
- j. Guaranty. **See Attachment 11**. Provide original only.
- k. Addendas – contractor must attached original signed copies of any addenda issued for this RFP.

5.3 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 4.13.
- b. Faithful Performance Bond. The successful Offeror shall furnish at its own expense a Faithful Performance Bond (see **Attachment 9**) satisfactory to GCT in the amount of one hundred percent (100%) of the full amount of the contract as a guarantee of good faith on behalf of the Contractor that the terms of the contract, including all warranty provisions, shall be complied with in every particular.

The bond shall specifically provide that if the Contractor, or its subcontractor, fails to fully perform that the surety or sureties will pay for the same in an amount not exceeding the amount specified in the bond and in case suit is brought against GCT, that the surety will undertake the defense of same.

- c. Payment Bond. The successful Offeror shall furnish a Payment Bond (see **Attachment 10**) in the amount of fifty percent (50%) of the full amount of the contract. Such bonds shall be in effect during the entire term of the contract and warranty and shall be issued by a corporate surety (not an individual surety) registered in the state of California and registered to do business in the county of Ventura.

The bond shall specifically provide that if the Contractor fails to pay for amounts due under the Employment Insurance Act that the surety or sureties will pay for the same in an amount not exceeding the amount specified in the bond and in case suit is brought against GCT, that the surety will undertake the defense of same.

- d. Guaranty. The successful Offeror shall submit to GCT the executed and notarized "Guaranty" form included as **Attachment 11** in this RFP.

5.4 Additional Requirements for Contract Completion.

The following shall be provided by the Contractor prior to contract completion.

- a. Certified Payrolls, Final Labor Summary and Final Certificate. In accordance with the provision in Section 4.9 entitled "Labor Provisions," the Contractor shall submit payroll copies, a final labor summary and final certificate.
- b. Warranties. In accordance with the provision in Section 5.3 entitled "Warranty and Guaranty Requirements," the Contractor shall provide GCT copies of all warranties.

APPENDIX B**PROJECT SPECIFICATIONS****PART 1 – GENERALs****1.01 SUMMARY**

- A. This contract shall include the design, engineering, fabrication, installation commissioning, testing and training associated with the supply of CNG station equipment upgrades as outlined in these specifications.
1. Requirements stated in this section are in addition to, and supplement requirements stated in other parts of the Project Manual.
 2. The requirements of these documents designate the minimum scope of supply.
 3. All prices are to include freight to site.
 4. All equipment must be new and free of defects.
 5. Offerors are welcome to provide alternative value engineering options to reduce cost, but the base bid must meet the requirements of these drawings and specifications.
- B. The CNG Station upgrades shall include the following equipment and services:
1. General CNG dispenser and piping system improvements as outlined herein.
 - a. Replacement of the existing dispenser NEMA 12 cabinets with new Stainless Steel cabinets of like dimensions mounted to the existing 4” HSS frame.
 - b. Supply of all new components inside the dispenser cabinets including new display heads with new displays, new Micromotion CNG 050 meters (1 per dispenser), new valves, fittings, tubing, instrumentation and other miscellaneous components housed inside the dispenser cabinets.
 - c. Scope shall include the calibration and integration of these new components into the existing control system.
 - d. Each dispenser is to include one transit hose and one light vehicle hose. Owner will advise location of the light duty hose on South dispenser.
 - e. Program station software to integrate changes.

2. Supply one new 3/4" 5000 psi fuel supply and bonded 3/8" 5000 psi exhaust hose, OPW ILB-5 break away and OPW CT5000 nozzle on each dispenser. Hoses to be the same length as existing hoses.
3. Supply one new 3/8" 5000 psi fuel supply and bonded 3/8" 5000 psi exhaust hose, OPW ILB-1 break away and OPW CT1000 nozzle on each dispenser. Hoses to be the same length as existing hose.
4. Replacement of the existing dispenser display heads with new displays. This shall include the calibration and integration of these new heads into the existing control system.
5. General CNG dispenser and piping system improvements as outlined herein.
6. Supply and installation of a total of three (3) new combustible gas detectors. These units to be installed on the underside of the CNG station equipment canopy above the dryer (1) and at each dispenser (total of 2).
7. Integration of the new gas detectors into the CNG station main PLC and SCADA systems.
8. The existing Reltek gas detectors under the fueling station canopy are to remain, however the existing Reltek gas detectors above the dispensers are to be removed from the system .
9. The Contractor shall be responsible to design the new system and its integration to existing equipment.
10. The Contractor shall provide updated station and equipment drawings to reflect the new as-built status of the station. AutoCAD (soft copy) drawings of the station installation and equipment will be provided to the successful Contractor.

C. Assumptions:

1. There will be no building permits required. An electrical permit may be required as new conduit and wiring are included in the scope—if required, this electrical permit shall be the responsibility of the Contractor. No mechanical permit is required.
2. Sufficient spare wire and/or spare conduits exist between the dispensers and the Master PLC that no underground conduit is required. Above ground conduit from the Master PLC to the Compressor area gas detectors and to the dispenser pull box adjacent to the storage, and possibly some underground conductors in existing spare conduit(s) are required.
3. Sufficient PLC spare I/O is available. If additional I/O is required, this shall be at additional cost to Contractor.

4. Sufficient spare tags/points are available in the SCADA software to allow the addition of these 5 new detectors. If additional tags/points are required, a software upgrade shall be included at the Owner's expense.

1.02 DEFINITIONS

A. Within these documents:

1. The Owner is defined as Gold Coast Transit.
2. The Engineer is defined as an external designate of the Owner that is responsible for design review, inspection and other tasks as instructed by the Owner.
3. The Contractor is the successful offeror on this procurement.
4. The Authority (or Authorities) Having Jurisdiction (AHJ) includes any and all agencies that are legally mandated to review, inspect and permit any aspect of the project. This shall include but not be limited to Building Departments, Fire Marshall, Electrical and Mechanical Inspection Departments, Electrical and Gas Utilities, CalOSHA.

- B. The following list includes acronyms and abbreviations used in these specifications pertaining to the work of this Division but not necessarily used in other parts of the Project Manual. The list does not contain acronyms used for reference standards, or technical and commonly used and understood abbreviations and acronyms.

CNG	Compressed Natural Gas
ESD	Emergency Shut Down
FACP	Fire Alarm Control Panel
GTAW	Gas Tungsten Arc Welding
MCP	Master Control Panel
N.B.	National Board
O.D.	Outside Diameter
PLC	Programmable Logic Controller
PQR	Procedure Qualification Records
SCADA	System Control and Data Acquisition
SCR	Silicon Controlled Rectifier
SMAW	Shielded Metal Arc Welding
SRV	Safety Relief Valve
UCP	Unit Control Panel
WPS	Welding Procedure Specifications

1.03 REFERENCES

- A. Applicable provisions of the most current versions of the following standards shall apply to the work of this Division 18, except as modified herein, and are hereby made a part of these Contract Specifications to the extent required:

ASME ASME B31.3	Boiler Pressure Vessel Code Section VIII Division 1 Refinery Piping
IBC	International Building Code: Both general references and any special seismic requirements for equipment and installation at the project site
IFC	International Fire Code
IMC	International Mechanical Code
<i>NFPA 52</i>	<i>Vehicular Gaseous Fuel Systems Code</i>
NFPA 70	National Electrical Code (NEC)
NFPA 780	Standard for the Installation of Lightning Protection Systems
OSHA	Applicable standards and regulations by Occupational Safety and Health Administration and California OSHA

In the event that one code is more stringent than another, the most stringent code shall be used as the basis of design. In the event that codes contradict each other, the local authority having jurisdiction shall determine the governing code.

- B. Other Division 18 sections include additional references referring particularly to work in those sections.

1.04 QUALITY ASSURANCE

A. Contractor Qualifications: Contractor must demonstrate experience on similar technology including the programming of GE 90-30 PLC systems in CNG applications and the programming of SCADA computers. This requires verifiable positive references citing a minimum of 5 other installations commissioned in the previous five (5) years.

1.05 SUBMITTALS

A. As-built submittals:

1. As-built record documents:
 - a. Facility layout and details, including full conduit, wire & terminations, pipe and tubing layouts and schedules.
 - b. Distribution and Control Panels, Master Control Panel (MCP), Programmable Logic Controller (PLC) electrical power and control schematics and Bills of Material.
 - c. Control logic flow chart or table.

- d. Custom software listings. Fully documented hard and soft copies of all PLC programs, operator interface programs, monitoring programs and any other programs or control devices shall be provided.
- e. Product cut sheets listing approvals, materials, dimensions, spare parts, rebuild kits and including exploded parts diagrams for all procured components. Note: If the product cut sheet is for more than one model, size or type of component, the component the product cut sheet is being submitted for must be clearly indicated or the inapplicable information must be deleted.

2. Operations and Maintenance Manuals:

- a. Outline emergency procedures, standard operating procedures, general sequence of operations, recommended maintenance intervals and procedures, recommended parts, troubleshooting and repair procedures. These shall address all parts normally requiring maintenance, repair, or adjustment. All procedures must be specific to the equipment supplied and must reference specific component ID numbers (such as provided on the valve tags).
- b. Manuals shall include a complete set of as-built drawings reduced to "B" size. Manuals shall also provide product cuts and product manuals on all components used in the system.

3. Number and Format of Closeout Submittal Documents:

- a. All third party software is to be provided on disc to the Owner—1 set.

1.06 PROJECT SITE CONDITIONS

- A. Ambient Temperature-Minimum: 20 deg F
- B. Ambient Temperature-Maximum: 100 deg F

1.07 COORDINATION AND SCHEDULING

- A. Deliveries must be scheduled in cooperation with the Owner.

1.08 SAFETY AND PROTECTION

- A. Comply with the safety requirements specified in the General Sections of this Project Manual, and any laws and regulations in place at the time of construction and with good construction practice.
- B. Take whatever special precautions may be necessary to ensure the safety of personnel and property given the close proximity of 480 VAC power and natural gas at pressures exceeding 4,500 psig.

1.09 WARRANTY

- A. Provide the Owner with the original equipment manufacturer warranty.

PART 2 - PRODUCTS

2.01. MANUFACTURERS AND MODELS

- A. Manufacturers and models are outlined in specific Division 18 Sections.
- B. Basis of Design: Products are specified by manufacturer name, description, and/or catalog number to show intended function and quality. Manufacturer's catalog numbers and descriptions establish the quality of product required.
- C. Substitutions:
 - 1. In order to propose an alternate component, system, supplier of equipment, or a modification to the specified design that uses specified brands, demonstrate that any proposed alternative system is suitable for and has been successfully used in other projects.
 - a. Provide technical specifications required to allow the Owner to confirm that design, efficiency, quality, appearance and delivery is comparable to or better than the specified component.
 - b. Provide a detailed description of the design implications, such as the impact on the size of the equipment, impact on electrical service, and the like. These facility and cost implications shall be itemized and a final net cost adder/reduction presented.
 - c. The Owner retains the right to refuse any request for substitution that it, in its sole discretion, deems to be less desirable than the specified component.

2.02. MATERIALS

- A. As outlined in Part 3.

2.03. FINISHES

- A. The equipment shall be cleaned, prepared, primed and painted in accordance with paint manufacturer's recommendations, and the following:
 - 1. Paint shall be a minimum 6 mil total film thickness including a corrosion resistant primer and epoxy or enamel top coats. All paint must be suitable for outdoor use and rated for the temperatures of the application. The

Contractor is to repaint the existing 4” HSS frame, underground dispenser feed lines carbon steel piping risers at each end and other painting at the island only as indicated below.

2. Apply anti-seize lubricants such as Loctite to the bolts on flange sets to prevent future removal problems due to paint accumulation on bolts.
 3. Colors shall be as follows:
 - a. Intrinsic conduits and junction/pull boxes shall be labeled as per NEC.
 - b. Fire system panels and conduits shall be painted “Fire” red.
 - c. Other conduits and junction/pull boxes shall be galvanized or factory painted.
 - d. Air lines shall be black. It is not necessary to paint teflon or stainless steel air line or brass or stainless steel air fittings.
 - e. Stainless steel tubing and fittings shall not be painted.
- B. Touch-up Painting in Field: Touch up equipment marred by shipment or erection using the same color and type of finish as the original. The finished condition shall be to the satisfaction of the Owner.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Verify installation conditions as satisfactory to receive work of this Division prior to bidding. Beginning construction work constitutes acceptance of conditions as satisfactory.

3.02 INSTALLATION, APPLICATION AND ERECTION—Gas detection system

- A. The equipment supplier shall be responsible to ship all equipment to site.
- B. The Contractor shall be responsible to design the new system and its integration to existing equipment. As indicated in this specification, it is believed that there is sufficient existing wiring to provide power and signal to/from the island mounted gas detectors without installing any new underground conduit (it may be necessary to pull new conductors through existing spare conduits). Contractor is required to assess existing wiring and determine the best approach to providing power and signal to the island detectors. Contractor shall run new conduit and wire between the Junction Box adjacent to the storage and the Master PLC as required to provide power and signal wiring. 120 VAC power to the 24 VDC power supply should come from the Master PLC panel.

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- C. All conduit and wires shall be labeled, tagged and numbered and added to the existing drawings and submitted with the as-built drawings at the conclusion of the project.
- D. Supply and installation of a total of three (3) new combustible gas detectors. These units to be installed on the underside of the CNG station equipment canopy (1) and at each dispenser (total of 2). Detectors to be:
1. Detronics Model PIRECLA1A1W1
 2. Provide Universal Display model UD10A5N25W2 (Part number 009621-002) to be mounted approximately 60 inches above local grade.
 3. Supply one Detronics Calibration kit 006468-001.
 4. Each detector and Universal display will require approximately 15 watts of power at 24 VDC. Contractor is to supply and install a Class 1, Division 2 rated 24 VDC power supply with minimum 5 Amp output to supply power for the new gas detection equipment.
- E. Power and 4 to 20 mA signal is to be wired to the Universal Display (UD) for each detector. The UD is to be installed on the wall close to the location of each detector and a conduit shall be run from the Universal Display to the detector. A ¼" Teflon calibration gas tube is to be fastened to the outside of this conduit and to the detector (fitting supplied on detector).
- F. Provide Belden or Carol 18 gauge individually shielded cable from the Master PLC to each UD and detector and #14 AWG THWN for 24 VDC power, 20 percent LEL and 40% LEL to each UDL and detector. It is expected that spare wires inside the dispenser will be required for both power and signal. All wiring must comply with the Class and Division of the location and that EYS seals will be required at each end of each conduit.
- G. Integration of the new gas detectors into the CNG station main PLC system. This integration shall include:
1. Physical connection of the 4 to 20 mA signals from each detector to the PLC analog input card and connection of the discrete 20 percent and 40 percent LEL signals to the Master PLC discrete input card.
 2. PLC programming to cause the CNG station equipment to shut down equipment in the immediate area and annunciate on a 20 percent LEL fault. PLC programming to cause the CNG station equipment to shut down equipment in the entire station and annunciate on a 40 percent LEL fault. PLC programming to cause the CNG station equipment to alarm and annunciate (but not shut down) on a detector trouble fault (such as dirt on lens) fault. Faults and alarms will require manual reset.

3. Master PLC panel Operator Interface programming to display actual LEL on each detector and to display any faults that occur.
- H. Integration with the existing station Systems Control and Data Acquisition (SCADA) system as follows:
1. Add gas detectors to existing SCADA gas detection screen.
 2. Add fault / alarm display for any gas detection faults and alarms identified by the Master PLC.
 3. Add a system log to generate an Excel file for each gas detection event each month—consistent with other system logs.
 4. Note that the station is currently equipped with National Instruments SCADA development and runtime software. If there are insufficient tags/points on this runtime license, the Contractor shall provide an upgrade cost quotation with backup to the Owner. This upgrade shall be an extra cost item if required.
- I. The one (1) new gas detector mounted on the underside of the canopy shall be installed above the dryer. The UD is to be installed on the wall close to the detector as directed by the Owner.
- J. One new detector and UD is to be installed at the west island. This island shall be equipped with a canopy in the future, however, in the interim, the UD is to be installed permanently on the back of the dispenser support frame and the detector is to be installed temporarily approximately 36” above the dispenser. All wiring shall be designed to allow the future relocation of this dispenser to the underside of the new canopy.
- K. One new detector and UD is to be installed at the south island. This island is currently equipped with a canopy. The UD is to be installed permanently on the back of the dispenser support frame and the detector is to be installed permanently on the underside of the canopy in a location that is approximately the center of the bus when fueling.
- L. Removal of existing Reltek gas detectors at the fuel islands as directed by the Owner.
- M. The Contractor shall provide updated station and equipment drawings to reflect the new as-built status of the station. AutoCAD (soft copy) drawings of the station installation and equipment will be provided to the successful Contractor.

3.03 INSTALLATION, APPLICATION AND ERECTION—DISPENSER UPGRADES

- A. The equipment supplier shall be responsible to ship all equipment to site.

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- B. Coordinate all work with the Owner to minimize the impact on operations. Only one dispenser shall be taken out of service at any time.
- C. Contractor shall replace “South” side dispenser first. When “South” side dispenser is completed and operational, GCT shall test the equipment in service for up to seven days. GCT will give contractor written notice to proceed with the replacement of the “West” side dispenser after successful completion of this test period. No work on “West” dispenser shall commence until receipt of this notice from GCT.
- D. Replacement of existing NEMA 12 dispenser cabinets with new Stainless Steel dispenser cabinets of like dimensions with all new internal components. The new cabinets shall include all decals and signage required by code, or normally supplied by best industry practice.
- E. The three existing Micromotion meters are to be replaced with two new Micromotion CNG-050 meters and electronics. Meters are to include RS 485, 4 to 20 mA and pulser outputs.
- F. Replacement of all existing fittings, tubing, instrumentation and valving with new components. The dispensers are to be standardized to one design to the extent allowed by site conditions. It is expected that the internal design of the dispensers will be simplified and more maintenance oriented than the current units.
- G. The new 1” valves are to be the same model as currently installed. The new design does not require the installation of a second actuated valve to activate the light vehicle hose—both hoses will be pressurized when the dispenser is authorized. The same model of 1” valve used with the actuator is to be provided on the dispenser inlet and outlet lines. The ½” outlet line is to include a Swagelok AFS series valve on the outlet.
- H. The existing filters behind the dispenser are to remain in the system. The filters inside the dispenser are not required—thus no new filters are required.
- I. Each dispenser is to include two 4 to 20 mA transducers wired to the existing controls.
- J. Each dispenser is to be integrated to the existing ESD, lights and switches. A new vibration switch is to be installed and wired into the ESD circuit.

- K. All fittings are to be Swagelok brand and all tubing inside the tubing is to be ASME SA 213 TP 316. Tubing is to be 1" x 0.120" minimum wall (this can be confirmed by field measurement at 90 degree increments for the length of the tube avoiding the need to special order) if on the high flow path and ½" x 0.065" wall if on the light vehicle flow path. The use of elbows is to be minimized—bends are preferred.
- L. Replacement of the existing dispenser display heads with new displays. New displays are to be:
 - 1. Kraus Micon 500L with one display and with face plate. (Kraus part number 29813)
 - 2. Provide a programming interface with each head.
 - 3. Kraus contact: Gord Wedel (204-663-3601 X249 gwedel@krausglobal.com).
- M. Calibration and integration of these new meters and heads into the existing control and cardlock system.
- N. Replacement of all existing flange insulation kits on underground high pressure lines feeding the dispensers. The conductivity across the flanges shall be checked after replacement.
- O. Install new safety and instructional signs at each dispenser to replace existing signs.
- P. Replacement of all existing fuel hoses, breakaways and nozzles.
- Q. All system fueling set points and software changes to integrate new fuel hose will be responsibility of the Contractor.
- R. The Contractor shall provide updated station and equipment drawings to reflect the new as-built status of the station. AutoCAD (soft copy) drawings of the station installation and equipment will be provided to the successful Contractor.

3.04 QUALITY CONTROL

- A. Unit/Equipment/System testing shall include the following:
 - 1. Coordinate and execute on site tests. This testing may include, but not be limited to, a testing of shut-downs and alarms, SCADA display and logging, card lock logging and the like.
 - 2. The Owner shall not unduly delay site tests, and hence shall provide vehicles as required for the timely completion of the testing program.

3.05 CLOSEOUT ACTIVITIES

- A. Startup: Full system startup shall be included.
2. Coordinate with the Owner. The Owner shall provide seven (7) days advance notice prior to startup.
 3. Provide manpower and equipment as required to test and make the station fully operational at no cost to the Owner, subject to approval by the Owner.
 4. Revisit the site after dispensers have accumulated approximately 100 fills.
 - a. Recheck calibration and operation of equipment.
 5. Final acceptance shall be granted contingent on the fourteen (14) days of fault free service after completion of work on the entire project and submittal of all required documentation.
- B. Training:
1. Site operator training:
 - a. Provide the Owner with seven (7) days notice prior to training.
 - b. This training shall include:
 - 1) Calibration training for gas detection system.
 - 2) SCADA display and logging for gas detection.
 - 3) Operational training for fuelers.
- C. A fully documented copy of all software programs and software licenses—if upgraded (PLC programming software, Operator Interface programming software, and the like shall be supplied to the Owner. If a software upgrade is required, this shall be registered to the Owner at the time of purchase by the Contractor.

APPENDIX B**PROPOSAL EVALUATION METHOD AND CRITERIA****EVALUATION METHOD**

An evaluation committee consisting of GCT staff will review submissions based on the criteria outlined below. GCT plans to review submissions and may call references and conduct interviews with selected submitters it determines can best meet the project requirements.

EVALUATION CRITERIA

The selection of the successful Offeror will be based on the following criteria:

- 1. Technical Qualifications and Experience** **30%**
 - Experience in performing work similar in nature and/or related to the work described in Requirements, Section III of this Request for Proposal; experience working with transit agencies, strength and stability of the firm; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment.

- 2. Record of Past Performance** **20%**
 - Proven track record of completed work, specifically CNG station projects.
 - Work experience with regulatory agencies and in regulatory compliance on transit, transportation and environmental issues, specifically CNG.
 - Satisfaction of key references.

- 3. Qualifications and Experience of Key Personnel** **25%**
 - Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in "*Key Personnel*" Section 5.3c of this RFP) and ability to meet GCT's needs in terms of performance and scheduling.

- 4. Cost** **25%**
 - Competitive and reasonable

APPENDIX C**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 IV- GENERAL PROVISIONS.
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.

ATTACHMENT 1

PROPOSAL FORM

The undersigned hereby shall perform all work for which a contract may be awarded and to furnish any and all labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as required in Gold Coast Transit (GCT) **Request for Proposal (RFP) 11-10**, and to do everything required therein; and further, if this offer is accepted, will contract in the form and manner stipulated to perform all the work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefore, the below total price which is broken down by the following general descriptions of work category:

Item No.	General Description of Work	Amount
1	Replacement of Existing Display Heads	\$
2	Supply up to five (5) New Combustible Gas Detectors	\$
3	Installation of New Fueling Hose	\$
4	Integration of Software	\$
5	Training	\$
6	Warranty	\$
TOTAL COST		\$

Work may commence _____ days after award and be completed in _____ days.

I hereby certify the above information is true and correct to the best of my knowledge and belief.

Company Name					
Address:					
City:		State:		Zip Code:	
Phone:		Fax:			
Tax ID#		D.U.N.S #			
Contact Name:		Email:			
Signature:		Date:			

Offeror hereby certifies that it (check one): IS 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.

ATTACHMENT 2**BID BOND ACKNOWLEDGEMENT**

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

A cashier's check ____, certified check ____, or bid bond ____ (check applicable term) properly made payable to Gold Coast Transit, hereinafter designated as the Owner, for the Sum of _____ Dollars

(\$ _____) which amount is not less than five percent (5%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will, if it is the successful Offeror, accept a contract award and furnish the required bonds, "Guaranty," and Certificates of Insurance, and in case of failure to do so within the time provided, (a) the proceeds of said check shall be forfeited to GCT; or (b) surety's liability to GCT for forfeiture of the face amount of the bond shall be considered as established. The undersigned hereby represents that:

1. He/she has thoroughly examined and become familiar with the work required and documents included under this RFP. The Offeror understands that the award of the contract, if it is awarded, will be based on the lowest total Bid submitted by a responsive and responsible Offeror, and further, that the amounts and the total on the Bid Form will be subject to verification by GCT.
2. By investigation at the site of the work and otherwise it is satisfied as to the nature and location of the work and is fully informed as to all conditions and matters which can in any way affect the work or the cost thereof.
3. Offeror fully understands the scope of the work/specifications and has checked carefully all words and figures inserted in said RFP and further understands that GCT will in no way be responsible for any errors or omissions in the preparation of this Bid.
4. Offeror will execute the Agreement and furnish the required Performance and Payment Bonds, "Guaranty," and proof of insurance coverage within ten (10) calendar days after notice of bid acceptance by GCT; and further, that this bid may not be withdrawn for a period of 90 calendar days after the date set for the opening thereof, unless otherwise required by law. If any Offeror shall withdraw its bid within said period, the Offeror shall be liable under the provisions of the Bid Security, or the Offeror and the surety shall be liable under the Bid Bond, as the case may be.
5. Offeror hereby certifies that this bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Offeror to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Offeror.

- 6. As indicated in Section 4.14 of the RFP and in conformance with current statutory requirements of Section 1860, et. seq., of the Labor Code of the State of California, the Offeror, by signature below certifies that it shall comply with requirements to secure Workers' Compensation Insurance.

- 7. Offeror shall permit the authorized representative of GCT to inspect and audit all data and records of Offeror relating to this bid, and if awarded a contract resulting from this bid, shall permit such inspection and audit of all data and records of Offeror related to Offeror's performance of such contract.

- 8. If awarded a contract resulting from this bid, Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Offeror shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. 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 or other forms of compensation; and selection for training, including apprenticeship.

Now: In compliance with GCT Request for Proposal 11-10, the undersigned, with full cognizance thereof, hereby bids to perform the entire work in strict compliance with all of the said requirements and provisions for the price set forth herein upon which award of contract is made. The undersigned affirms that the information provided herein is true and accurate and that any misrepresentations are made under penalty of perjury.

Dated: _____ Company _____

Signature _____

Name _____

Title _____

Offeror's Address _____

ATTACHMENT 3

BID SECURITY FORM - BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____, as principal and Offeror and _____ as Surety, are held and firmly bound unto the Gold Coast Transit, hereinafter referred to as "GCT," in the sum of _____ Dollars (\$ _____), to be paid to GCT, its successors, and assigns; for which payment, well and truly to be made, bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, this amount being five percent (5%) of the total amount of the Bid.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain bid of the above named bounden principal,

_____,
for _____, as specifically set forth in documents entitled "**Request for Proposal 11-10**" shall not be withdrawn within a period of 90 calendar days after the date set for the opening of bids, (unless otherwise required by law, and notwithstanding the award of the contract to another Offeror), and that if said bid is accepted by GCT through action of its legally constituted contracting authorities and if the above bounden principal and offeror, its heirs, executors, administrators, successors and assigns, shall execute a contract for such construction and deliver the required Performance and Payment Bonds, "Guaranty," and proof of insurance coverage within ten (10) calendar days after notification of contract award from GCT, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 20____.

(NOTE: The standard printed bond form of any bonding company acceptable to GCT may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting GCT are not in any way reduced by use of the security company's printed standard form. If the Offeror desires to provide security by check instead of a bond, the Check to Accompany Bid form in Attachment 4 shall be executed and the sum of the check shall be five percent (5%) of the total amount of the bid.)

ATTACHMENT 4

BID SECURITY FORM - CHECK TO ACCOMPANY BID

(NOTE: The following form shall be used in the case in which a check accompanies the bid)

Accompanying this bid is a Certified or Cashiers check payable to the order of Gold Coast Transit, hereinafter referred to as "GCT," for _____ dollars (\$_____), this amount being five percent (5%) of the total amount of the Bid submitted in response to GCT's Request for Proposal (RFP) 11-10. The proceeds of this check shall become the property of GCT provided this bid shall be accepted by GCT through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required "Guaranty" Form, Performance and Payment Bonds and proof of insurance coverage within ten (10) calendar days after date of notification of contract award from GCT. The proceeds of this check shall also become the property of GCT if the undersigned Offeror withdraws the bid within the period of ninety (90) days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another Offeror. Otherwise, the check shall be returned to the undersigned.

Signature _____

Company _____

(NOTE: If the Offeror desires to use a bond instead of check, the Bid Bond form in Attachment 3 shall be executed and the sum of this bond shall be five percent (5%) of the total amount of the bid.)

ATTACHMENT 5

**OFFEROR'S CERTIFICATE OF COMPLIANCE
REGARDING STATE OF CALIFORNIA
BUSINESS AND PROFESSIONS CODE SECTION 7028.15**

Contractor License Number: _____

License Class (or Type): _____

Expiration Date of Contractor's License: _____

Each, every and all of the representations made by the Offeror in its Bid in response to Gold Coast Transit (GCT) R for Proposal (RFP) 11-10 are true and correct.

Name of Contractor: _____

Signed: _____

Printed/Typed Name of Signer: _____

Title: _____

ATTACHMENT 6

LIST OF SUBCONTRACTORS

List only the subcontractors which will perform work or labor or render services to the Offeror in excess of one-half of one percent of the Offeror's total bid amount. Do not list alternative subcontractors for the same work. For each subcontractor listed indicate in the "DBE?" column whether it is certified as a Disadvantaged Business Enterprise (DBE), as defined in provision 28 of RFP Section 2.12f "Disadvantaged Business Enterprise. Copy this form if more space is needed.

Name Under Which Subcontractor is Licensed	License Number	Complete Address	DBE?	Specific Description Of Subcontract	Dollar Amount

TOTAL _____

Offeror's Name: _____

ATTACHMENT 7

CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT 8

“BUY AMERICA” CERTIFICATE

Certification Requirement for Procurement of Steel, Iron or Manufactured Goods

The Offeror shall complete either Alternative A or B below and submit this form with its bid if the total bid amount is greater than \$100,000.

Alternative A

CERTIFICATE FOR COMPLIANCE WITH 49 U.S.C. 5323(j)(1)

The offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the regulations at 49 C.F.R. Part 661.5.

DATE: _____

SIGNATURE: _____

COMPANY NAME: _____

TITLE: _____

===== **OR** =====

Alternative B

CERTIFICATE FOR NON-COMPLIANCE WITH 49 U.S.C. 5323(j)(1)

The offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B) or 5323(j)(2)(D) and the regulations in 49 C.F.R. 661.7.

DATE: _____

SIGNATURE: _____

COMPANY NAME: _____

TITLE: _____

ATTACHMENT 9

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
hereinafter referred to as "Contractor", as principal, and as surety, are held and firmly bound unto
Gold Coast Transit in the sum of _____

Dollars, (\$ _____), lawful money of the United States of America, for the payment
of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these
presents.

The condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into an Agreement with Gold
Coast Transit, hereinafter referred to as "GCT," to remodel restrooms and a break room at the GCT
facility as specified in said Agreement, and is required to give this bond in connection with the
execution thereof;

NOW THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and
obligations of said Agreement on his part to be done and performed at the times and in the manner
specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full
force and effect; and in the event said Contractor fails to fully perform all requirements in accordance
with the terms and conditions of said Agreement, then surety shall enforce performance by the
Contractor or shall pay GCT for the same in an amount not exceeding the amount specified in this
bond; and, further, if in the event suit is brought upon this bond then said surety shall pay GCT for
reasonable attorneys' fees to be fixed by the court;

PROVIDED, that any changes in the work to be done, or the material to be furnished, whether or not
made pursuant to the terms of said contract, shall not in any way release either the Contractor or the
surety thereunder, nor shall any extensions of time granted under the provisions of said contract
release either the Contractor or the surety, and notice of such changes or extensions of the contract is
hereby waived by the surety.

WITNESS our hands this _____ day of _____ 20__.

(SEAL) Contractor _____
By _____
Title _____

(SEAL) Approved: Surety _____
By _____

ATTACHMENT 10

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,
hereinafter referred to as "Contractor", as principal, and _____
_____ as surety, are held and firmly bound unto Gold Coast Transit,
hereinafter referred to as "GCT," in the sum of _____
_____ Dollars, (\$ _____), lawful money of the United States of America,
for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly
by these presents. The Condition of the foregoing obligation is such that,

WHEREAS, said Contractor has been awarded and is about to enter into an Agreement with GCT to
remodel restrooms and a break room at the GCT facility as specified in said Agreement, and is required
under the terms of said Agreement to give this bond in connection with the execution thereof;

NOW, THEREFORE, if said Contractor or a subcontractor fails to pay any of the persons named in
Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment
Insurance Code with respect to work or labor performed under the contract, or for any amounts required
to be deducted, withheld and paid over to the Employment Development Department from the wages of
employees of said Contractor and subcontractors pursuant to Section 13020 of the Unemployment
Insurance Code with respect to such work and labor, then said surety will pay for the same, in an amount
not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a
reasonable attorney's fee, to be fixed by the court. This bond shall inure to the benefit of any and all
persons named in Section 3181 of the Civil Code of the State of California so as to give a right of action
to such persons or their assigns in any suit brought upon this bond. This bond shall be subject to and
include all of the provisions of Title 15 of Part 4 of Division 3 of the Civil Code of California relating to
Payment Bond for Public Works, including but not confined to, Civil Code Sections 3225-3228, inclusive,
and Sections 3247-3252, inclusive.

PROVIDED, that any changes in the work to be done or the material to be furnished, whether or not
made pursuant to the terms of said contract, shall not in any way release either the Contractor or the
surety thereunder, nor shall any extensions of time granted under the provisions of said contract release
either the Contractor or the surety, and notice of such alterations or extensions of the contract is hereby
waived by the surety.

WITNESS our hands this _____ day of _____ 20____.

(SEAL) Contractor _____
By _____
Title _____

(SEAL) Approved: Surety _____
By _____

**ATTACHMENT 11
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) 11-10 for CNG Station Equipment Upgrades at GCT's Facility.

- 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