SANTA CLARITA COMMUNITY COLLEGE DISTRICT
CONTRACT & PROCUREMENT SERVICES
26455 ROCKWELL CANYON ROAD
SANTA CLARITA, CA  91355

Tele:  661-362-3476
Fax:  661-362-5480

REQUEST FOR PROPOSAL (RFP)

OTHER POST-EMPLOYMENT BENEFITS (OPEB)
COMPLIANCE PROGRAM PER
GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB)
43 and 45

RFP #SCCCD 0607-101

NOTE: PLEASE READ ENTIRE DOCUMENT
BEFORE PROCEEDING WITH RESPONSE

PROPOSAL OPENING DATE & TIME: THURSDAY, APRIL 26, 2007, AT 3:00 PM
District is not responsible for late Proposals or for Proposals delivered to any other location.

PROPOSAL DELIVERY LOCATION
(Faxed or electronic responses will NOT be accepted.)

Sharon M. Bricker, Director–Contract & Procurement Services
Santa Clarita Community College District, M&O Building
26455 Rockwell Canyon Road
Santa Clarita, CA  91355

Santa Clarita Community College District
OPEB COMPLIANCE PROGRAM PER GASB 43 AND 45
RFP #SCCCD 0607-101
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<td><strong>RFP Forms</strong> – Complete ALL forms and responses listed in this double-boxed section and return in a sealed envelope/box as your Proposal in response to the RFP. See “Organization of Proposal” under General Information section of RFP.</td>
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INTRODUCTION

OPEB COMPLIANCE PROGRAM
PER GASB 43 and 45

RFP #SCCCD 0607-101

The Santa Clarita Community College District ("District") is excited about the opportunity to invite you to respond to this RFP. As you may know, College of the Canyons ("COC") is one of the fastest growing community colleges in the State of California.

In the last eight years, the District has experienced the following staffing increases:

- 53% increase in its full-time faculty
- 54% increase in its full-time classified

As of January 2007, the District’s employee numbers for full-time classified and certificated were:

- 192 full-time certificated employees
- 212 full-time classified employees

Each full-time retiree is currently entitled to a health and welfare contribution in the amount of $2,200 per year based on eligible medical premium costs or expenditures with the exception of a few full-time retirees who meet additional criteria who receive $4,000 per year until the age of 65. Increases in this contribution must be negotiated by each represented group based on a total compensation methodology.

The District had an actuarial study done in 2003-2004 with a resulting total liability of $5.2 million. As a result of this study, the liability is being funded at $389,170 annually with a current fund balance of approximately $1.7 million. These funds are maintained in a separate, revocable fund at Los Angeles County Office of Education (LACOE) and earn interest at the current rate of 5.5%. Another actuarial study will be done this year, using data through December 31, 2006.
SCOPE OF WORK

OPEB COMPLIANCE PROGRAM
PER GASB 43 and 45

RFP #SCCCD 0607-101

The District is seeking a firm qualified to develop and support a “turn-key” comprehensive OPEB Program per GASB No. 43 and No. 45 which requires integration of the following components:

- Trust and Fiduciary Services
- Investment Management Services
- Program Coordinator/Sponsor
- GASB No. 43 & No 45 Consulting Services
On separate pages, please submit fully completed forms and/or respond in full to all Sections in the order listed:

- RFP Response Cover Page
- Contractor Information
- Specifications
- Program Fee Parameters
- Contractor Background, Experience and References
- Certificate of Workers’ Compensation

Be sure to identify responses to corresponding alpha/numerics. Complete the box below, sign and place this sheet at the front of your RFP Proposal responses.

Please accept this signed document and the attachments as our firm’s interest in offering consulting services to the District in the areas described in the RFP.

FIRM NAME

CONTACT NAME

MAILING ADDRESS

CITY, STATE ZIP

CONTACT TELEPHONE

NOTE: Mailed responses must be received no later than Thursday, April 26, 2007. Electronic and faxed responses will not be accepted.

_________________________________________  ____________________________
Authorized Signature                     Date

_________________________________________  ____________________________
Print Name                             Print Title
CONTRACTOR INFORMATION

OPEB COMPLIANCE PROGRAM
PER GASB 43 and 45
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The following information is to be provided on your business letterhead:

1. Company Name

2. Federal Tax ID Number

3. Legal Status of Contractor, e.g., corporation, partnership, sole proprietorship

4. Year Entity was Established

5. Legal Entity to whom contract to be awarded, if you are the successful contractor:
   a. Firm Name
   b. Mailing Address
   c. Principle Place of Business Address if different
   d. Telephone Number

6. Primary Officer(s)
   a. Name(s)
   b. Title(s)
   c. Mailing Address(es)
   d. Email Address(es)
   e. Telephone Number(s)
   f. Fax Number(s)

7. Primary Contact Information
   a. Name
   b. Title
   c. Mailing Address
   d. Email Address
   e. Telephone Number
   f. Fax Number
SPECIFICATIONS

OPEB COMPLIANCE PROGRAM
PER GASB 43 and 45

RFP #SCCCD 0607-101

In the preparation of the RFP responses, all of the following issues must be addressed on a point-by-point basis and such responses must be identified by, and correspond to, the alpha/numerics below:

A. PROGRAM COORDINATOR/SPONSOR
   1. Explain your understanding of the basic objective that GASB is trying to accomplish with the creation of a Substantive Plan.
   2. What are key elements that should be integrated into the Substantive Plan to meet the “understandings of the parties” standard of GASB?
   3. As recommended by GASB 43, when a Trust is established, do you provide a Substantive Plan?
   4. Provide a table of contents that lists the information contained in the written Substantive Plan.
   5. What are your responsibilities as Program Coordinator/Sponsor?
   6. Who will be available to meet with the client on an on-going basis?

B. TRUST AND FIDUCIARY SERVICES
   1. Describe the Trust structure you are using to accommodate the irrevocable provisions of GASB No. 43 & No. 45, e.g., IRC 115 Trust, etc.
   2. What organizational structure are you using to deliver your GASB Program, e.g., JPA Structure, Multiple-Employer Trust, Single-Employer Trust, etc.?
   3. Do you require your clients to direct you as to the investment of funds, or do you use your own discretion to select investments?
   4. Relative to the previous question, what is your fiduciary capacity and responsibility?
   5. What type of Trust are you offering? Discretionary? Directed? Other?
   6. What guidance/direction does a client provide you in the selection of portfolio allocations or individual investments?
   7. What is your opinion with regard to Article XVI, Section 17, of the California Constitution relative to a public entity’s ability to invest in equities?
   8. What role do you play in the process to create and manage the Investment Policy Statement (IPS)?
   9. Do you monitor and document the activities of other partners in the Program?
  10. Profile the processes and procedures in place positioning you to meet the Uniform Fiduciary Standards of Care mandated in California Code sections 53622 (a) and 53622 (b) (1)(2).
  11. Outline your experience with the custodianship of assets for Public entities.
  12. Does your technology platform provide electronic protocols that will integrate the Trustee, Investment Manager and Consultant? Explain.
  13. What Web-site capabilities do you provide?
14. Do you limit the investment matrix to certain asset classes? If so, please describe in detail.

15. How is the voting of proxies handled by your organization?

16. What is the date of your most recent SAS-70 report? Please provide your most recent copy.

17. What is the minimum length term acceptable for participation in your program?

18. Are there any penalties for termination of agreements, cessation of adding funds or withdrawal of funds from plan?

19. Who will be available to meet with the client? How many times a year?

C. INVESTMENT MANAGEMENT SERVICES

1. Discuss your management of fiduciary assets in relationship to the Uniform Fiduciary Standards of Care articulated in California Code section 53622 (b) (1) (2) (3).

2. What are the criteria and processes used in selecting Program investments?

3. What is the process for asset allocation changes, the selection of alternate investments within the portfolio and a timeline to make these changes? How often are portfolios rebalanced?

4. Is the Trustee or Investment Manager permitted to use their own proprietary funds for the investment of program assets? If so, what disclosure processes are in place?

5. What processes used in the evaluation of clients risk profiles and their suitability for a particular Target Portfolio?

6. Will Target Portfolio rates of return be reflected net of expenses?

7. Discuss protocols in place at your organization to control and account for investment expenses.

8. Discuss your experience with the management of fiduciary assets for public entities.

9. Are there any penalties levied by the investment manager or investment funds for termination of agreements, cessation of adding funds or withdrawals of funds from plan?

10. Will client assets be held by the Registered Investment Advisor (RIA) in your name? Give details if assets are to be held differently.

11. Who would be available to meet with the client? How many times a year?

D. GASB NO. 43 & NO. 45 CONSULTING SERVICES

1. Discuss any consulting strategies designed towards the reduction of retiree health care liabilities.

2. What experience does your staff have in the evaluation and implementation of the recommended strategies discussed in the previous question?

E. ADDITIONAL INFORMATION

1. Description of additional services you have available.

2. Copy of Contractor’s Agreement.

3. Copies of resumes of key personnel.
1. List and describe mutual fund share classes being used in your portfolios.

2. Are you offsetting fees against your Program’s fixed fees per Department of Labor (DOL) guidelines? Explain.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>COMMENTS</th>
<th>FEE</th>
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<tbody>
<tr>
<td>a. Start-up or implementation fee(s).</td>
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<tr>
<td>b. Outline Plan consulting fees.</td>
<td></td>
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<tr>
<td>c. Program Coordinator/Sponsor’s fee(s).</td>
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<td>$</td>
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<tr>
<td>d. Trust and Fiduciary Services fee(s).</td>
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<td>$</td>
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<tr>
<td>e. Investment Management fee(s).</td>
<td></td>
<td>$</td>
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<tr>
<td>f. Investment Manager and/or program mutual fund(s) fees at fund level in excess of management fee (e.g., 12b-1, Sub-TA, shareholder servicing fees, finder’s fees, etc.)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>g. Transaction and/or brokerage fees associated with program, e.g., buys, sells, redemptions, etc.</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>h. Check distribution/wire distribution fee(s).</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>i. Identify any other service/activity expenses, e.g., postage, handling, supplies, servicing commissions, etc. Be specific.</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>j. Sponsor(s) or investment company(ies) compensation to GASB compliance vendors.</td>
<td></td>
<td>$</td>
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</table>
CONTRACTOR BACKGROUND,
EXPERIENCE AND REFERENCES

CONTRACTOR TO PROVIDE THREE (3) REFERENCES IN THE FOLLOWING FORMAT. IF ADDITIONAL PAGE IS USED, IDENTIFY RESPONSES TO MATCH THE REFERENCE # BELOW:

**REFERENCE #1 – Educational Institution**

<table>
<thead>
<tr>
<th>District or Entity:</th>
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</thead>
<tbody>
<tr>
<td>Name of Current Contact:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Phone # of Contact:</td>
</tr>
<tr>
<td>Scope of Work:</td>
</tr>
</tbody>
</table>

**REFERENCE #2 – Educational Institution**

<table>
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<tr>
<th>District or Entity:</th>
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<tr>
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<tr>
<td>Phone # of Contact:</td>
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<tr>
<td>Scope of Work:</td>
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</tbody>
</table>

**REFERENCE # 3 – Educational Institution**

<table>
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<tr>
<td>Name of Current Contact:</td>
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<tr>
<td>Phone # of Contact:</td>
</tr>
<tr>
<td>Scope of Work:</td>
</tr>
</tbody>
</table>

- District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dunn and Bradstreet credit reports, inquiries to companies and public entities for which the Contractor has previously performed work reference checks and examination of all public records.

- Contractor must also demonstrate knowledge of, and possess experience in, providing OPEB Compliance per GASB No. 43 and No. 45 consulting services for a similarly-sized college environment. This knowledge and ability shall be shown by furnishing the names, current phone numbers, addresses, points of contact and scope of work of at least three (3) references for educational institutions, served within the past three (3) years with requirements similar to the needs of the Santa Clarita Community College District.
CERTIFICATE OF
WORKERS’ COMPENSATION INSURANCE

I, __________________________________________, the _________________________________
(Name) (Title)
of __________________________________________, declare, state and certify that:
(Contractor Name)

I am aware that California Labor Code §3700(a) and (b) provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State;
(b) By securing from the Director of Industrial Relations a Certificate of Consent to Self-Insure either as an individual employers, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.

Contractor’s
Name
Authorized
Signature
Date
Print Name
Print Title
GENERAL INFORMATION

OPEB COMPLIANCE PROGRAM
PER GASB 43 and 45

RFP #SCCCD 0607-101

1. Organization of Proposal – Information requested must be furnished completely, in compliance with the instructions. Proposal shall be made on the forms contained herein and shall be properly executed (additional pages may be attached as necessary--such attached pages must be clearly identified to correspond with the item for which it is attached using the alpha/numeric to which it is related). The information requested and the manner of submission is essential to permit effective evaluation of Proposals. Accordingly, Proposals may be rejected if material and information requested:
   a. Is not submitted on the forms provided in the RFP package, and/or;
   b. Is not furnished or is incomplete or indirect.

Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective Proposal are neither necessary nor desired.

2. One (1) original Proposal and three (3) copies each separately bound on 8-1/2”x11” paper, printed on one side. Submit Proposals securely sealed in an envelope or box with the following clearly written on the outside: Proposer’s Name, Proposal name, Proposal number, Proposal opening date and time. District is not responsible for late Proposals or for Proposals delivered to any other location. This sealed envelope/box must be received as follows:

   Shari Bricker
   Contract & Procurement Services – M&O Building
   Santa Clarita Community College District
   26455 Rockwell Canyon Road, M&O Building
   Santa Clarita, CA 91355

3. Basis of Selection - The District is interested in securing the services of a Contractor that demonstrates a high level of experience in California Community College Districts. Selection will be made based on an evaluation of the entire information supplied by the responsive Proposers, and not solely on the basis of lowest price.

4. Selection Process; Acceptance of Proposal – The process to be used by the District to select a Contractor to provide the services described in this RFP will be as follows:

   a. District staff will review, analyze and evaluate Proposals to determine, at its sole discretion and in accordance with procedures and criteria established by the governing Board, which proposal is the most advantageous to the District. Factors which will be taken into consideration include, but are not limited to: quality of proposed services, experience, quality of references, District’s direct experiences with the Proposer, number and qualifications of staff, punctuality in responses to customer requests and financial strength.
   b. District staff will develop a short list of Proposers who will be evaluated further.
   c. During the evaluation, the District may request meetings with a Proposer’s representative(s) to request answers to specific questions or may request that the Proposer to answer specific questions in writing. The District may require that the Proposer make presentations that are pertinent to the evaluation process.
   d. Any Proposal with significant omissions may be rejected.
   e. A recommendation of one Proposer will be made to the District’s Board of Trustees.
   f. District shall be the sole judge of the acceptability of any service/product proposed.
Upon review of all Proposals received in response to this RFP, the District may require selected proposing vendors to participate in negotiations and to submit revised pricing. However, the District also reserves, at its sole discretion, the right to award contract(s) on the basis of initial Proposals received, without negotiations.

5. **Rights of the District** - The District retains the sole right to consider and select the provider that best suits its needs. Issuance of this RFP and receipt of Proposals does not commit the District to award a contract. The District expressly reserves the right to postpone the Proposal opening date for its own convenience, to accept or reject any or all Proposals received in response to this RFP, to negotiate with more than one proposer concurrently, or to cancel all or part of this RFP.

6. **Right to Negotiate and/or Reject Proposals** - The District reserves the right to negotiate any price or provision, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the tax-paying public. Proposers are encouraged to submit their best prices in their proposals, and the District intends to negotiate only with the Proposer(s) whose proposal most closely meets the District’s requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the Proposer whose proposal best meets the District's requirements.

7. **Date of Award and Initiation of Service** – This Agreement is expected, but not guaranteed, to be awarded by the District’s Board of Trustees at their June 13, 2007, meeting. Service shall begin on or about June 14, 2007. The successful Proposer will be expected to proceed according to the timeframe as will be specified in the Notice to Proceed.

8. **Board Approval of Proposal and Agreement** - In accordance with Education Code Section 81655, an Agreement is not valid and does not constitute an enforceable obligation against the District unless and until approved or ratified by a Motion of the Governing Board, duly passed and adopted.

End General Information
GENERAL TERMS AND CONDITIONS

OPEB COMPLIANCE PROGRAM
PER GASB 43 and 45

RFP #SCCCD 0607-101

1. PREPARATION OF PROPOSALS - Proposals must be submitted on forms furnished by the District in “Proposal Forms” section herein and be completed in ink or be typewritten. Proposal should be prepared simply and economically with an emphasis on completeness and clarity of content. Signature on Proposal Documents must be in ink to be considered acceptable. Proposals received after the time specified for Proposal opening or at a place other than that stated in the “Notice for Invitation for Proposal” will be returned unopened. Faxed or other form of electronically-transmitted Proposals will be rejected and will not be considered for award.

2. PROPOSAL ERASURES, ERRORS AND CORRECTIONS; INCONSISTENT OR ILLEGIBLE - No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initiated in ink by person signing Proposal Documents. Proposals must be legible, consistent and non-ambiguous. Verify Proposals before submission as they cannot be corrected after being opened, nor withdrawn for a period of ninety (90) days after the date set for Proposal opening.

3. PROPOSAL SIGNATURES - All Proposals must show the firm name and must be signed by an authorized, responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. The name of each person signing shall also be printed below the signature. When requested by District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A Proposer’s failure to properly sign required forms may result in rejection of the Proposal.

4. ADDENDA OR BULLETINS - Any addenda or bulletins issued during the Proposal process shall form part of the specifications issued to Proposers for the preparation of their Proposals and shall constitute part of the Proposal Documents.

5. WITHDRAWAL OF PROPOSAL - A Proposer may withdraw its Proposal without prejudice prior to the time and date set for Proposal opening by submitting a written, signed request to the District’s contact person and received by that person prior to the time designated for receipt of Proposals. If this occurs, the Proposal will be returned to the Proposer unopened. Withdrawn Proposals may be resubmitted up to the time designated for the Proposal opening provided that they are in full conformance with the Proposal. A Proposer may not withdraw its Proposal for a period of ninety (90) days after the time and date set for Proposal opening.

6. ACCEPTANCE OF PROPOSAL - The District reserves the right to accept or reject any and all Proposals, to waive any informalities or irregularities in the Proposals or proposing, to be sole judge as to the merit and quality of the materials, products or services proposed, its compliance to the Scope of Work and needs of the District. Proposals may be rejected on grounds of non-responsibility, see “Award of Contract” below. Proposals are subject to acceptance or rejection at any time within sixty (60) days after opening of same unless otherwise stipulated.

7. FAILURE TO ENTER INTO CONTRACT - If, upon Notice to Proceed by the District, the Contractor fails to enter into the Agreement within the specified time period, the pending award will be annulled. An award may be made to another Contractor who shall fulfill every stipulation as if it were the party to whom the first award was made.

8. INDEPENDENT CONTRACTOR STATUS - While engaged in carrying out the terms and conditions of the Purchase Order, the Contractor is an independent contractor and not an officer or agent of the District.

9. ASSIGN OR TRANSFER - Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the written consent of the District and of his/her surety (ies), if any.

10. NON-DISCRIMINATION - It is the policy of the District that in connection with any work performed under contract there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, age, national origin, marital status, gender, disability, disabled veteran status or religious creed. All Contractors agree to comply with the District’s non-discrimination policy and all applicable Federal and California laws including but not limited to the California Fair Employment and Housing Act, commencing with California Government Code, Sections 12940 et seq, and California Labor Code, Section 1735. In addition, all Contractors agree to require non-discrimination compliance by any and all subcontractors employed by them on the work of the contract.

11. HOLD HARMLESS - The Contractor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any
property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations or performance under the terms of this Agreement, resulting in whole or in part from the negligent acts or omissions of Contractor and subcontractor, or any employee, agent or representative of Contractor and/or subcontractor.

12. **INSURANCE REQUIREMENTS** - The Contractor shall, at all times during the term, procure and maintain at its expense, insurance coverage as listed below:
   a. **Comprehensive General Liability and Professional Liability** – Contractor to carry a Comprehensive General Liability, including coverage for incidental contracts, Professional Liability (Errors & Omissions) insurance with limits of one million dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. Contractor agrees to name District and District’s Board of Trustees as Additional Insured under this policy.
   b. **Workers’ Compensation** - Contractor shall secure and maintain worker’s compensation insurance covering all personnel employed on the premises during the term of the Agreement whether said personnel are employed by the Contractor or supplied by persons or entities other than the District.
   c. **Vehicle** – Contractor shall maintain, at their own expense, Automobile Liability insurance covering the use of all owned, non-owned and hired vehicles and with the following minimum limits of liability: bodily injury liability - in the amount of one million dollars ($1,000,000) combined single limit for bodily injury and/or property damage.
   d. **Evidence of Insurance** - Contractor shall deliver the Certificates of Insurance and Additional Insured Endorsements evidencing the required coverages, which shall be subject to the District’s approval for adequacy of protection, including the satisfactory character of any Insurer, including a Best’s rating of not less than A–VII and an admitted carrier in the State of California. **Certificates of Insurance and Additional Insured Endorsements naming District and District’s Board of Trustees as Additional Insured, as appropriate, under such policies must be delivered with the signed Agreement.** If requested by the District, a certified copy of the actual policies with appropriate Endorsement(s) and other documents shall be provided to the District.
   e. **Notice of Cancellation** - All policies required by this Agreement shall provide that District shall be given thirty (30) days’ notice of each expiration or cancellation thereof or reduction of the coverage provided thereby.
   f. **Failure to Furnish or Maintain** - In the event Contractor fails to furnish and maintain required insurance or to furnish satisfactory evidence thereof, the District may procure and maintain such coverages for all parties on behalf of Contractor. Contractor shall furnish all necessary information and pay the premium cost to the District immediately upon presentation of a premium invoice. If Contractor **does not provide the required insurance, District can cancel and/or terminate the Agreement.**

13. **TELEPHONIC AVAILABILITY** - Contractor must provide telephonic availability to District personnel during regular working hours, 8:00 am through 5:00 pm Pacific Time.

14. **INTERPRETATION OF PROPOSAL DOCUMENTS** - If any Contractor is in doubt as to the true meaning of any part of the Proposal Documents, finds discrepancies, errors or omissions therein, or finds variances in any of the Proposal Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. It is the sole and exclusive responsibility of the Contractor to submit such request in sufficient time for the District’s response thereto and delivery of such response to all Contractors prior to the scheduled Proposal opening date. Any request of any Contractor, pursuant to the foregoing that is made less than seven (7) calendar days prior to the scheduled Proposal opening date shall be deemed untimely. Any interpretation or correction of the Proposal Documents shall be made only by written addendum duly issued by the District. A copy of any such addendum will be mailed or delivered to each Contractor receiving a set of the Proposal Documents. No person is authorized to render an oral interpretation or correction of any portion of the Proposal Documents to any Contractor, and no Contractor is authorized to rely on any such oral interpretation or correction. Faxed interpretation requests, within the time limits specified above, to the number printed on the cover sheet and on the Proposal Form are acceptable. Failure to request interpretation or clarification of the Proposal Documents within seven (7) calendar days prior to the scheduled opening date shall be deemed to be a waiver to any discrepancy, defect or conflict therein.

15. **DISTRICT’S RIGHT TO MODIFY PROPOSAL DOCUMENTS** - Prior to the public Proposal opening, the District expressly reserves the right to modify the Proposal Documents, including but not limited to, all Terms and Conditions, Scope of Work, and forms, or any portion(s) thereof by the issuance of written addenda disseminated to all Contractors who have obtained a copy of the Proposal Documents pursuant to the Notice for Request for Proposals and who have attended the Pre-Proposal Conference, if required. In the event the District shall modify any portion of the Proposal Documents pursuant to the foregoing, the Proposal submitted by any Contractor shall be deemed to include any and all modifications reflected in any addenda issued.

**END OF GENERAL TERMS AND CONDITIONS**