



**Antelope Valley College District**  
Business Services - Purchasing and Contract Services  
3041 W. Avenue K | Lancaster, CA 93536-5426  
661-722-6310 | [purchasing@avc.edu](mailto:purchasing@avc.edu)

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**REQUEST FOR BIDS  
FOR  
MOVING SERVICES  
RFB # AVC2016/2017-18**

**MANDATORY JOB WALK: 4/3/17 2:30-4 P.M. (PST)**

**BIDS DUE: 4/20/17 BY 11 A.M. (PST)**

Notice is hereby given that Antelope Valley Community College District, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to but no later than **11:00 a.m. (PST) on April 20, 2017** sealed submittals for **MOVING SERVICES - RFB # AVC2016/2017-18**. Such submittals must be submitted in the format specified in the RFB, and received by the Purchasing Department, 3041 West Avenue K, Adm. Bldg., Room #154, Lancaster, CA 93536-5426. A public reading of offeror names shall be at 11:30 a.m. (PST) on April 20, 2017 in room A124 at the address stated above. All documents and any addenda or notices related to this solicitation will be posted by the District on the Purchasing website at: <https://www.avc.edu/administration/busserv/rfpbiddocs>.

**MANDATORY JOB WALK** scheduled on April 3, 2017, 2:30 p.m. (PST) at the following location: 1529 East Palmdale Boulevard, Third Floor, Palmdale, CA 93550. Please send RSVP to [purchasing@avc.edu](mailto:purchasing@avc.edu).

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Bids, or parts of any Bids, and to waive any irregularities or informalities in any Bid. All inquiries must be submitted in writing by **5:30 p.m. (PST) on April 4, 2017** to [purchasing@avc.edu](mailto:purchasing@avc.edu).

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Purchasing and Contract Services

Publication Dates:

1st: March 25, 2017

2nd: April 1, 2017

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## NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the governing Board ("Board") of the Antelope Valley Community College District ("District") is presently accepting Bids for the following project ("Project"):

### MOVING SERVICES RFB # AVC2016/2017-18

Sealed Bids must be received by, but **no later than 11:00 A.M. (PST), April 20, 2017**. Any changes to this RFB are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any questions as to changes to the content of this document, the District's copy shall prevail.

This RFB may be obtained from the District by contacting the District's Purchasing and Contract Services department. The RFB is also available on the Purchasing website at <https://www.avc.edu/administration/busserv/rfpbiddocs>. All documents and any addenda or notices related to this solicitation will be posted by the District on the Purchasing website. In the event this RFB is obtained through any means other than the District's distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFB document.

**Submittal of Bid.** To facilitate the evaluation process, **one (1) complete electronic version on a flash drive, (1) original AND (2) additional copies of the Bid shall be provided.** All materials submitted in response to this RFB shall be on 8 1/2" x 11" paper, in portrait orientation, 11 or 12 point Arial, Calibri or Times New Roman font with 1" page margins on all sides. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFB materials which correspond format and contents. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Bid.

Delivered Bids shall be enclosed and sealed in an envelope or container bearing the title of the project, the project's number and the name of the Bidder, and delivered in one of the following methods:

<p><u>Hand-delivered to:</u> Antelope Valley Community College District Attention: Purchasing &amp; Contract Services Department 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>	<p><u>U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:</u> Antelope Valley Community College District Attention: Purchasing &amp; Contract Services Department 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>
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**EMAIL OR FAXED BIDS WILL NOT BE ACCEPTED.**

**Opening of Bids.** Sealed Bids will be opened and read publicly aloud at the time, date and location noted in the timeline under Project Specific Dates.

**Job-Walk.** A job walk is scheduled **April 3, 2017 to begin promptly at 2:30 p.m. (PST)**. Bidders are to meet at the Current Palmdale Center, 1529 East Palmdale Boulevard, Third Floor, Palmdale, CA 93550. **THIS MEETING IS MANDATORY.** Please RSVP at: [purchasing@avc.edu](mailto:purchasing@avc.edu). Following the job-walk, all further questions are to be made in accordance with the Notice to Bidders and Instruction to Bidders.

**Project Specific Dates:** The following table identifies the estimated dates/time frame for receipt, evaluation and award of this RFB. Please note the following key dates when preparing your responses:

<b>RFB ACTIVITY</b>	<b>DATE &amp; TIME (PST)*</b>
Bid Advertisement Dates	1st: 3/25/2017 2nd: 4/1/2017
<b>JOB WALK (mandatory)</b> 1529 East Palmdale Boulevard, Third Floor, Palmdale, CA 93550 RSVP: <a href="mailto:purchasing@avc.edu">purchasing@avc.edu</a>	<b>4/3/2017</b> <b>2:30 p.m. – 4:00 p.m. (PST)</b>
Last Day for Bidders to submit questions	4/4/2017 before 5:30 p.m. (PST)
Last day for District to Respond to questions	4/6/2017 before 5:30 p.m. (PST)
<b>DEADLINE FOR SUBMISSIONS</b>	<b>4/20/2017 before 11:00 a.m. (PST)</b>
Public Opening of Bids 3041 W. Avenue K, Adm. Room A124 Lancaster, CA 93536	4/20/2017 11:30 a.m. (PST)
Anticipated Board Approval	5/8/2017
Service Period	6/8/2017 – 9/13/2017

**\*Dates may change with or without notice**

It is the responsibility of the Bidder to verify that its Bid has been received by the District prior to the opening date. Verification of receipt can be made by emailing [purchasing@avc.edu](mailto:purchasing@avc.edu).

BIDS DELIVERED OTHER THAN THE ABOVE STATED ADDRESSES, OR RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE, WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER. It is the Bidder's sole responsibility to ensure that its Bid, inclusive of any or all addendums, is received to the proper place at the proper time. Postmarks will not validate Bids which arrive after the deadline date/time listed. Any Bid received after the scheduled closing time for receipt of same will be returned to the Bidder unopened. Bids may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFB prior to the scheduled closing time for receipt of Bid. The award shall be subject to final contract documents and scope of work between the District and selected Bidder.

Bidders shall be bound to the pricing terms contained within their submitted Bid which shall remain in effect as stated until at least ninety (90) days after the due date for the Bid. Bids shall be signed by an authorized individual or officer submitting the Bid. If the Bidder is a corporation or limited liability company, the Bid shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

**END OF SECTION**

## **INSTRUCTIONS TO BIDDERS**

1. Preparation of Bid Form. Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security in an amount not less than ten percent (10%) of the maximum amount of bid: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in the amount set forth above as a guarantee that the bidder will enter into the Service Agreement (also referred to as "Contract") and provide the required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the required documents within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.
3. Signature. All required bid forms and documents must be signed in permanent blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**
5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.
6. Examination of Contract Documents. Bidders shall thoroughly examine and be familiar with the Contract Documents and requirements. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document shall not relieve any bidder from obligations with respect to the bid or to the Service Agreement. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the Contract requirements.
7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.
8. Service Agreement. The Service Agreement Form which the successful bidder will be required to execute, is included in the Contract Documents and should be carefully examined by the bidder.
9. Errors/Discrepancies/Clarification/Interpretation of RFB. If any prospective bidder is in doubt as to the true meaning of any part of the RFB, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District at [purchasing@avc.edu](mailto:purchasing@avc.edu). Bidders are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner. Please see "Project Specific Dates" for specific deadline dates and times.
10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.
11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Service Agreement and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders.

12. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Purchasing and Contract Services Manager at no more than two (2) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within five (5) business days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the District's Executive Director of Business Services, or their designee, within two (2) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Antelope Valley Community College District  
Attention: Executive Director of Business Services  
3041 West Ave. K  
Lancaster, CA 93536

Appeal Review: The Executive Director of Business Services or his or her designee shall review the decision on the bid protest from the Purchasing and Contract Services Manager and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Executive Director of Business Services or the Hearing Officer shall be rendered within five (5) business days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

c. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence the work/purchase pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

d. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

14. Evidence of Responsibility. Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, completion ability, workload, organization available for the performance of the Service Agreement, and other factors pertinent to a Project of the scope and complexity involved.

15. Workers' Compensation. In accordance with the provisions of Labor Code section 3700, the successful bidder shall secure payment of compensation to all employees. The bidder shall sign and file with the District the following certificate prior to performing the work under this Service Agreement: "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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 the work of this contract." The form of such certificate is included as a part of the Bid Documents.

16. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The bidder agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the bidder agrees to require like compliance by any subcontractors employed on the work by such bidder.

17. Preference for Materials and Substitutions.

a. One Product Specified. Unless the Contract Documents state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

b. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request Form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria;
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;
- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 6) Will require no change in the Contract Time.



In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested substitution, the bidder's bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Service Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Service Agreement with the Specified Item(s), bidder's bid security will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within five (5) calendar days of opening such bids, any and all drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for substitution is equal to or better than a Specified Item. Any request for substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to any governmental agency having jurisdiction shall be on the bidder.

18. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit its bid security to the District.

19. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

20. Prevailing Wage & Apprentices. If applicable, bidders must comply with all prevailing wage requirements set forth in the Labor Code. The Vendor shall also comply with the provisions of California Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Vendor shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Vendor shall have full responsibility for

compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

21. Non-Collusion Declaration. Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

22. Agreement to Terms and Conditions. Bidders shall complete and submit the Agreement to Terms and Conditions with its Proposal. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and submitted with its Proposal. No additional terms and conditions will be accepted following receipt of Proposals. The District will consider such additional contractual terms and conditions as part of its evaluation process.

23. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

24. Obtaining Bidding Documents. Bidding Documents, may be obtained at:  
<https://www.avc.edu/administration/busserv/rfpbiddocs>

If you are having difficulty downloading Bid Documents, please email [purchasing@avc.edu](mailto:purchasing@avc.edu).

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Service Agreement.

25. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

## **CHECKLIST OF MANDATORY BID FORMS**

(For bidder's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- Bid Form
- Rate Schedule
- List of Subcontractors Form
- Vendor's Certificate Regarding Workers' Compensation
- Non-Collusion Declaration
- Certificate of Non-Discrimination
- Agreement to Terms and Conditions
- Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- Substitution Request Form (If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)

**BID FORM**

**RFB # AVC2016/2017-18 - MOVING SERVICES  
FOR  
ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**

BIDDER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: (        ) \_\_\_\_\_

FAX: (        ) \_\_\_\_\_

EMAIL \_\_\_\_\_

TO: Antelope Valley Community College District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Service Agreement, the local conditions affecting the performance of the Service Agreement, the cost of the work at the place where the work is to be done, with the Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Service Agreement, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Service Agreement and complete all of the work in a workmanlike manner required in connection with:

**BID # AVC2016/2017-18  
MOVING SERVICES**

in the District described above, all in strict conformance with the Contract Documents for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. SERVICE COSTS: Total cost of services shall not exceed \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). All bidders are required to identify the unit cost for all line items indicated in the Rate Schedule form. The cost information provided on the Rate Schedule with this bid will become part of the contractual agreement. The stringent requirement for cost visibility and predictability requires that costs not identified be deemed to be at no cost to the District.

4. TIME FOR COMPLETION: Once the Bidder or Vendor has received the notice to proceed, the Vendor shall complete the work in the time specified in the RFB. By submitting this bid, Vendor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Vendor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the maximum amount of bid: Bid bond, certified check, or cashier's check (circle one)

6. The required List of Subcontractors is attached hereto.

7. The required Certificate Regarding Workers' Compensation is attached hereto.

8. The required Non-Collusion Declaration is attached hereto.

9. The required Certificate of Non-Discrimination is attached hereto.

10. The required Agreement to Terms and Conditions is attached hereto.

11. The Substitution Request Form, if applicable, is attached hereto.

12. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Service Agreement in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District any required documents, all within five (5) calendar days after award of Service Agreement, and that the work under the Service Agreement shall be commenced by the undersigned bidder, if awarded the Service Agreement, by the start date provided in the District's Notice to Proceed, and shall be completed by the Vendor in the time specified in the Contract Documents.

13. The names of all persons interested in the foregoing proposal as principals are as follows:

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(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-

partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

14. **PROTEST PROCEDURES.** If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

15. The undersigned Bidder shall be licensed and shall provide the following license information:

Calif. Business License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Name on License: \_\_\_\_\_

Type of License: \_\_\_\_\_

If the bidder is a joint venture, each member of the joint venture must include the above information.

16. Time is of the essence regarding this Project, therefore, in the event the bidder to whom the Service Agreement is awarded fails or refuses to post the required bonds and return executed copies of the Service Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

17. The bidder declares that he/she has carefully examined the locations of the proposed delivery sites, that he/she has examined the Contract Documents and all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below. I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

\_\_\_\_\_  
Proper Name of Company

\_\_\_\_\_  
Name of Bidder Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip

(        )  
\_\_\_\_\_  
Phone Number

(        )  
\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder Representative

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

**RATE SCHEDULE**  
**RFB # AVC2016/2017-18 - MOVING SERVICES**

Hourly rates for all services shall commence at the time of arrival at the District job site and end at the time of District job site departure. No time shall be charged for employees travel to or from the District job site. The normal working hours will be 8:00 am to 5:00 pm, Monday through Friday. The Contractor shall not be entitled to overtime rates in excess of the rates below unless the District requires that work be performed outside of normal working hours. Any work performed other than normal working hours must be approved in advance by the District representative.

Separately, identify any and all services your firm can provide. Your rate schedule sheet should describe the services and costs and represent your proposed rate structure tailored to this request.

<b>Service Description</b>	<b>Regular Hourly Rate</b>	
Project Manager	\$	/hour
Supervisor	\$	/hour
Foreman	\$	/hour
Helper/Crewman	\$	/hour
Packers	\$	/hour
Installers	\$	/hour
Truck w/liftgate (includes driver)	\$	/hour
Van (includes driver)	\$	/hour

Bidders shall identify all holidays observed by their firm during the Service Period in the space provided below:

<b>Holiday</b>	<b>Date</b>

(continue on next page)



Bidders shall identify all supply items needed to complete moves not included in the hourly rates above. Identify if the items must be purchased or may be rented on a daily or hourly basis. Bidders may attach additional pages or spreadsheet of all items available.

ITEM	PURCHASE OR RENTED	UNIT COST*
		\$
		\$
		\$
		\$
		\$
		\$
		\$

\*Specify daily or hourly in unit cost for rented items.

Proper Name of Bidder:

Date:

Name:

Signature of Bidder  
Representative:

## LIST OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number (if applicable)

Check box if not applicable:

Proper Name of Bidder:

Date:

Name:

Signature of Bidder  
Representative:

## CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, 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 employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which 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 provision before commencing the performance of the work of this Contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the bidder's bid.

## NON-COLLUSION DECLARATION

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

**CERTIFICATION OF NON-DISCRIMINATION**

Bidder hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Bidder shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_  
(Type or print)

**Title** \_\_\_\_\_

## AGREEMENT TO TERMS AND CONDITIONS

Each Bidder must state below whether it accepts the attached Agreement and its attachments (if any) ("Agreement"). Any exceptions must be included, if at all, with Bidder's Proposal submission.

**NOTE:** Exceptions taken to terms and conditions may be a negative factor in evaluation of Bidder's Proposal or disqualification.

Initial the Appropriate Choice, below:

\_\_\_\_\_ Bidder **accepts** the form of Agreement **without exception**.

***OR***

\_\_\_\_\_ Bidder proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Bidder shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

**BIDDER** \_\_\_\_\_  
(Type or print complete legal name of Bidder)

**BY** \_\_\_\_\_  
(Signature)

**Name** \_\_\_\_\_  
(Type or print)

**Title** \_\_\_\_\_

## **BID GUARANTEE FORM**

**(Use only when not using a Bid Bond)**

Accompanying this proposal is a cashier's check payable to the order of the Antelope Valley Community College District or a certified check payable to the order of the Antelope Valley Community College District in an amount not less than ten percent (10%) of the maximum amount of bid.

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Service Agreement with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

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Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

## BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Antelope Valley Community College District (hereafter called "District") in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Service Agreement in writing for the delivery of MOVING SERVICES.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Service Agreement or the attached Service Agreement Form and other required documents within five (5) calendar days after acceptance (properly completed in accordance with said Bid),

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Service Agreement, or the call for bids, or the work to be performed thereunder, or the Specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Service Agreement, or the call for bids, or the work, or to the Specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

(continue on next page)



IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By \_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Principal's Title

(Corporate Seal)

By \_\_\_\_\_  
Surety's Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

(Attached Attorney in Fact Certificate)

\_\_\_\_\_  
Surety's Name

\_\_\_\_\_  
Surety's Address

\_\_\_\_\_  
Surety's Phone Number

**IMPORTANT:**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

**THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of agent or representative for service of process in California if different from above)

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(Telephone Number of Surety and agent or representative for service of process in California).

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## REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not “an/or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Bidder Agrees to Provide Specified Item if request to Substitute is Denied <sup>1</sup> (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

---

<sup>1</sup> Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Purchase Agreement and provide the Specified Item(s). If bidder refuses to execute the Purchase Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, bidder’s bid security shall be forfeited.

This Request Form must be accompanied by evidence as to whether the proposed substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, manufacture, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the Contract Time for completion of the Project; and, (7) Vendor agrees to pay for any governmental review and approval costs, if any, associated with this substitution request.

The undersigned states that the following paragraphs are correct:

1. The proposed substitution does not affect the dimensions shown on any drawings.
2. The undersigned will pay for changes to the building design, including any governmental review and approval costs, if any, caused by the requested substitution.
3. The proposed substitution will have no adverse effect on the Contract Time.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the District to properly review the substitution request, within five (5) days following the opening of bids, the Vendor shall provide samples, test criteria, manufacturer information, and any other documents requested by the District, along with a document which provides a side by side comparison of key characteristics and performance criteria.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

District: \_\_\_\_\_

By: \_\_\_\_\_

[End of Bid Documents to be Submitted with Bid]



## SERVICES AGREEMENT

This Services Agreement (“Agreement”) between Antelope Valley Community College District, a public educational agency (“District”) and \_\_\_\_\_ (“Contractor”) is effective upon the execution date of Contractor and District, whichever shall later occur. District and Contractor are referred to in this Agreement individually as “Party” and collectively as “Parties.”

WHEREAS, the District advertised a formal bid, RFB No. AVC2016/2017-18 for Moving Services (“RFB”); and

WHEREAS, Vendor warrants and represents to District that Vendor has provided a responsive proposal that demonstrates it has the experience, expertise, and resources to successfully and effectively perform the agreed-upon services and will provide these services to the District in compliance with all applicable laws and regulations

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

- 1. Scope of Service.** Contractor shall perform the agreed-upon services as defined by the RFB, and in accordance with the terms and conditions in this Agreement and Attachment(s). The services listed in this Agreement and in Attachment(s) are referred to as “Services.” Contractor’s Services will be timely and performed or provided consistent with the profession skill and care of Contractor’s profession and in compliance with all applicable laws and regulations.
- 2. Term.** This Agreement will begin and will be completed by the dates specified in Attachment(s). Completion of the Services, including all deliverables as described in Attachment(s), must be made to the satisfaction of the District.
- 3. Fees and Reimbursements.** Contractor will receive compensation in an amount not to exceed the hourly or project rates shown in Attachment(s) for Services performed. District will pay Contractor all amounts owed within 30 days of receipt of Contractor’s undisputed billing invoice. The District retains the right to increase or decrease the Services, deliverables, or amount of work as it deems appropriate and at its sole discretion.
- 4. Licenses and Permits.** Contractor and all of the Contractor’s employees or agents will secure and maintain in force all licenses and permits as are required by law, in connection with the performance of the Services or the furnishing of materials, articles or deliverables listed in this Agreement. All operations and materials shall be in accordance with the law.
- 5. Taxes.** Contractor will fully complete the Internal Revenue Service W-9 form or other required reporting form. Contractor acknowledges and agrees that it is the Contractor’s sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Contractor’s compensation for the payment of social security, unemployment, or disability insurance or any other similar state or



federal tax obligation. Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.

- 6. Expenses and Equipment.** Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services by Contractor, including all instrumentalities, supplies, tools, equipment, or materials necessary to perform the Services. If the District furnishes any goods, materials, or equipment to Contractor, Contractor assumes complete liability for those goods, materials, or equipment. Contractor agrees to pay for such tools or materials spoiled by it or not otherwise accounted for to the District's satisfaction.
- 7. Compliance with Applicable Laws.** The Services must meet the approval of the District and are subject to the District's general right of inspection to ensure they are satisfactorily completed. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, the Services, Contractor's business, equipment, and personnel engaged in operations covered by this Agreement, or accruing out of the performance of such operations.
- 8. Standard of Performance.** The Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities and all other means whatsoever, except as herein otherwise expressly specified to be furnished by the District, necessary or proper to perform and complete the work and provide the Services required of the Contractor by this Agreement.
- 9. Independent Contractor.** In the performance of this Agreement, Contractor shall act as an independent contractor. Contractor shall perform the Services and obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of Contractor, and which shall not be subject to control or supervision by the District except as to the results of the work. Contractor understands and agrees that he/she/it and all of his/her/its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts or omissions of his/her/its employees or agents as they relate to the Services to be provided under this Agreement. Contractor is not authorized to make any representation, contract or commitment on behalf of the District.
- 10. Time of Performance.** Time is of the essence and Contractor shall perform the Services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.
- 11. Termination.** District may terminate this Agreement for its convenience at any time by written notification to Contractor three days prior to the effective date of termination. District will pay Contractor all earned and undisputed amounts for Services provided through the date of termination.



- 12. Limitation of Liability.** The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement and Attachment(s). Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 13. Indemnity.** Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any liability, claims, suits, demands, causes of action, damages, losses, injuries, and expenses, including reasonable attorneys' fees, whether actual or alleged, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, and subcontractors, including any claim that Contractor infringed a third party patent or copyright or other intellectual property right, unless the liability or claims arise from the District's sole and active negligence or willful misconduct. The provisions of this section shall survive the termination or expiration of this Agreement.
- 14. Insurance Requirements.** Contractor and its officers, employees, agents, and subcontractors shall, at their expense, maintain and comply with Insurance Requirements listed below to protect Contractor and District from any claims for personal injury, bodily injury and property damage arising from, pertaining to or relating to the scope of work under this Agreement:
- a. Commercial General Liability. Minimum limits of \$2,000,000 per occurrence and \$4,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
  - b. Automobile Liability. \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles.
  - c. Primary Insurance. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
  - d. Waiver of Subrogation. Contractor agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General and Automobile Liability insurance, Contractor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Contractor may acquire against the District by virtue of payments of any loss under this insurance.
  - e. Additional Insured. Insurance shall name the District and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insured under its Commercial General Liability and Automobile Liability policies.
  - f. Certificate of Insurance. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to the District. Contractor shall furnish to the District and attached to this Agreement as Attachment 3, original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage before performing any Services under this Agreement. Contractor will be in





material default of the Agreement if it fails to timely furnish these documents to the District.

- 15. Workers' Compensation.** Contractor shall have in effect, during the life of this Agreement that the Contractor has employees, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
- 16. Protection of Confidential Information.** Contractor understands and acknowledges that during its performance of the Services, it or its employees may have access to private and confidential information in the District's possession, custody or control, including but not limited to private information regarding students, parents, guardians, faculty, donors, employees, staff, alumni, or other personnel data or information and other District related trade secrets, business plans, and other proprietary information ("Confidential Information"). This information may be protected by state and federal law. Contractor will not disclose, copy, or modify any Confidential Information without the prior written consent of the District or unless otherwise required by law. Contractor will promptly notify the District if it becomes aware of any possible unauthorized disclosure or use of the Confidential Information. The provisions of this section shall survive the termination or expiration of this Agreement.
- 17. Non-Discrimination Endorsement.** Contractor and District mutually agree that they will comply with all applicable Federal and California state anti-discrimination laws and regulations and agree not to unlawfully discriminate against any prospective or active employee engaged in the work, or against any other person, on the basis of race, color, age, ancestry, national origin, sex, religious creed, marital status, or physical or mental disability, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all hired subcontractors.
- 18. Fair Employment Practices/Equal Opportunity Acts.** District is an equal opportunity employer. By entering into this Agreement, Contractor certifies that he/she is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, Title VII of the Civil Rights Act of 1973, the California Fair Employment and Housing Act and any other Federal or State law and regulations related to Equal Employment Opportunity. Contractor's personnel policies shall be made available to District upon request.
- 19. Provisions Required By Law Deemed Inserted.** Each provision of law and clause applicable to this Agreement, or required by law to be inserted in this Agreement, is deemed inserted herein and the Agreement shall be read and enforced as though the provisions are included herein.
- 20. Audit.** Contractor agrees that the District has the right to review, audit, and to copy any of Contractor's or Contractor's sub-consultants' records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible



audit for a minimum of three (3) years after final payment, unless a longer period of records retention is required. Contractor agrees to allow the District access to these records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Contractor agrees to include a similar right of the District to audit records and interview staff in any subcontract related to performance of this Agreement.

- 21. **Registration for Public Works.** If Contractor is performing a public work, as defined by California Labor Code section 1720, Contractor must adhere to the requirements of California Labor Code Section 1725.5 (DIR Contractor Registration) as a prerequisite to any work being performed under this Agreement. Contractor shall adhere to the requirements of California Labor Code Sections 1771 through 1776, and to California Education Code Section 81704, when the Services performed by Contractor require compliance with these Sections. Contractor acknowledges that it shall register, if required, with the California Department of Industrial Relations (DIR) by utilizing DIR's online application registry link located at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.
- 22. **Advertising.** Contractor shall not use the name of the District, its officers, directors, employees, or agents, in advertising, social marketing campaigns, publicity releases or otherwise without securing the prior written consent of the District in each instance.
- 23. **Non-waiver.** The failure of the District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by the party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 24. **Notice.** All notices required or permitted to be given under this Agreement by either party to the other, shall be in writing and given, served, and received, if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

For District:  
 Mina Hernandez  
 Manager, Purchasing and Contract Services  
 Antelope Valley Community College District  
 3041 West Avenue K  
 Lancaster, CA 93536-5426

For Contractor:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Any notice personally given or sent by facsimile transmission is effective upon receipt. Any notice sent by overnight delivery service is effective the business day next following delivery by overnight services. Any notice given by mail is effective three days after deposit in the United States mail.



25. **Force Majeure.** Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.
26. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
27. **Approval by District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
28. **Conflict of Interest and Prohibited Interests.** No officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract, bid or other procurement activity of the District. Additionally, no officer, employee, or any other agent of the District similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. The District reserves the right, before any Agreement or procurement award is made, to require an affidavit from the respective bidder or Contractor to disclaim in writing any conflict of interest. Furthermore, the District reserves the right to reject any bidder or Contractor if any such conflict is discovered, and subsequently award to the next preferred vendor.
29. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Contractor. Any legal proceedings brought to interpret or enforce the terms of this Agreement, shall be brought in Los Angeles County, California.
30. **Disputes.** Except in the event of the District's failure to make earned and undisputed payments to Contractor, if the District and Contractor have a dispute, each will continue to perform its respective obligations, including Contractor's duty to provide and perform the Services, during all attempts to resolve the dispute.
31. **Mediation; Arbitration.** Parties agree that if any dispute or controversy arises between them in any way arising out of, related to, or connected with this Agreement or its subject matter, they will participate in good faith in mediation and agree to equally share all mediator fees. If the Parties are unable to resolve the dispute or controversy through mediation, the Parties agree to submit the pending dispute or controversy to final and binding arbitration to be held in Los Angeles County, California, and to be governed by the Federal Arbitration Act ("FAA"). By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a claim were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any



## SERVICES AGREEMENT

purported class or representative proceeding; and a right to invoke formal rules of procedure and evidence. The prevailing party shall be awarded all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. The provisions of this section will apply during the term of this Agreement and survives after the termination or expiration of this Agreement.

- 32. Successors; No Assignment.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Contractor and the District. Neither Contractor nor District may assign rights or obligations of this Agreement without the prior written consent of the other, which may be withheld or granted in sole discretion of the Party requested to grant consent.
- 33. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 34. Entire Agreement.** This Agreement and Attachment(s) constitute the sole entire Agreement and understanding between the District and Contractor concerning their subject matter. It replaces and supersedes all prior agreements or negotiations, whether written or verbal. It may not be modified except in a writing signed by the District and Contractor.

**IN WITNESS WHEREOF**, the District and Contractor have executed this Agreement as of the dates set forth below.

**CONTRACTOR:**

**ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT:**

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

# SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

## INTRODUCTION AND GENERAL OVERVIEW

Antelope Valley Community College District (the “District”) is within the California Community College system in Los Angeles County. From its humble beginnings in a classroom at Antelope Valley Joint Union High School in 1929 with an enrollment of 20 students, the District has grown to a campus of over 135 acres with 890 employees and an enrollment of over 14,000 students per semester. Throughout its 85 years, the college has gained a national reputation for its service to the community and industry. In addition to traditional classes, the District’s Lancaster campus is home to the award winning early college SOAR High School and a state-funded laboratory preschool. The campus also hosts upper division and graduate-level programs offered by California State University Bakersfield with its own satellite campus. In March 2015, the District was approved as one of only 15 community colleges in the state to begin offering a bachelor degree. The District’s Airframe Manufacturing Technology program is designed to meet the needs of the local aerospace industry for aircraft manufacturing leads. The program’s curriculum will start no later than fall 2017 addressing airframe manufacturing, aircraft fabrication (structures and composites), electronics, and welding. To learn more, please visit the District’s website at <http://www.avc.edu/>.

## PURPOSE OF RFB

The District’s current Palmdale Center campus will be relocating from 1529 E. Palmdale Blvd. to Building A. 2279 East Palmdale Boulevard, Palmdale, CA 93550, and Building B., 2301 East Palmdale Boulevard, Palmdale, CA 93550, to accommodate larger class capacities and a more extensive course selection to the current residents of the South Antelope Valley. The new center will provide tutoring and counseling services, financial aid assistance, and library and bookstore resources. This new location is scheduled to open for its first semester Fall 2017. The District is seeking proposals from qualified movers to transfer boxes, contents, equipment, furnishings, and educational fixtures from the current campus to a temporary storage area and finally to the new educational and administrative facility.

## SCOPE OF WORK

Contractor shall provide moving services to relocate and assemble selected office and classroom school furniture, equipment, boxes, and related miscellaneous educational materials for the District’s Palmdale Center relocation. The following table is a schedule for the three (3) requested services:

6/8/2017 – 6/16/2017	Removing all items from Current Palmdale Center to Sierra Gateway Storage. Remove all items from current Palmdale Center to the District’s main campus’s receiving warehouse.
8/28/2017 – 8/28/2017	Move AllSteel Furniture pallets to New Palmdale Center
9/5/2017 – 9/13/2017	Move all remaining items to New Palmdale Center

\*Dates are estimated and may subject to change.

**LOCATIONS:****CURRENT PALMDALE CENTER:**

1529 East Palmdale Boulevard, Palmdale, CA 93550

This is a three story building. Furniture located on 1<sup>st</sup> floor and 3<sup>rd</sup> floor.

The building has a single elevator cab, centrally located.

Building is accessed from parking lot. There will be a staging area.

**SIERRA GATEWAY STORAGE FACILITY:**

39959 and 40015 Sierra Highway, Palmdale, CA 93550

This is a single story building.

Building is access from the front and rear parking

**NEW PALMDALE CENTER:**

Building A.

2279 East Palmdale Boulevard

Palmdale, CA 93550

Building B.

2301 East Palmdale Boulevard

Palmdale, CA 93550

This is a single-story building.

Building has access from the front and rear parking lot.

**THE DISTRICT'S MAIN CAMPUS:**

3041 West Avenue K, Lancaster, CA 93536

This is a single-story building.

Building access is unloaded in driveway in front of warehouse.

**BUILDING PROTECTION:**

The Contractor will:

- Prevent damage to all building structures involved in the move including, but not limited to all walls, floors, stairways, doorways and elevators. Protect all elevators including but not limited to floors, walls, doors and door jams during moves. Protect all hallway corners as needed.
- Not block access to emergency ingress/egress points of building infrastructure hubs with staged and/or stored items. This includes, but is not limited to stairwells, elevators, main corridors, electrical closets, communications closets and mechanical rooms.
- The expectation is that with proper preparation and handling that all the items being moved will arrive at their new location in the same condition as they were prior to the move. If any loss or damage should occur, the Contractor will repair or replace them. Contractor will be responsible for repairing or replacing any of the District's property damaged or lost during the moves.

**MOVING RESOURCES:**

AVCCD will provide direction for locations and rooms that items will be moved into. The Contractor will provide:

**WORKFORCE:**

- Sufficient personnel staff workforce with proper supervision required to safely transport all furniture, and meet the move schedule deadlines.
- Workforce to be identifiable by uniform and/or name tags and badges to be immediately identifiable.
- Workforce to be equipped with proper Personal Protective Equipment including but not limited to safety glasses, gloves, sturdy shoes, back support braces, etc.

**EQUIPMENT:**

- All trucks, moving equipment, building protection materials, packing tape, and other packing supplies.
- 4-wheel moving dollies and panel carts – for transportation of larger items.
- Tools for any disassembly and/or reassembly such as screwdrivers and rubber mallets.
- Straight trucks: with heavy-duty lift gate for transportation (For most moving operations, because of limited loading or unloading space, 2 trucks will be used, round-robin)
- Pallet jack(s) and or loading forklift.
- Clean moving pads.
- Aluminum mag ramps and/or steel plates, as needed, for loading and unloading at all locations.
- Any other equipment required to meet move requirements.

**SUPPLIES:**

- Provide costs for various sizes of cardboard moving boxes. The District will determine if boxes will be provided by contractor and quantity required.

**INSURANCE REQUIREMENTS:**

- Contractor shall furnish to the District certificates of insurance for the insurance requirements noted in Section 14 of the Agreement.

END OF SECTION