



Antelope Valley College District

Business Services - Purchasing and Contract Services
3041 W. Avenue K | Lancaster, CA 93536-5426
661-722-6310 | purchasing@avc.edu

REQUEST FOR RFP FOR HAZARDOUS WASTE REMOVAL SERVICES RFP No. AVC2017/2018-9

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 March 27, 2018** sealed submittals for **RFP No. AVC2017/2018-9**. Such submittals must be submitted in the format specified in the RFP, and received by the Purchasing Department, 3041 West Avenue K, Adm. Bldg., Room #154, Lancaster, CA 93536-5426. 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>.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all Proposals, or parts of any Proposal, and to waive any irregularities or informalities in any Proposal. All inquiries must be submitted in writing by the date and time noted under Project Specific Dates to Purchasing and Contract Services at purchasing@avc.edu.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Purchasing and Contract Services

Publication Dates:

1st: 3/2/2018

2nd: 3/9/2018

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HAZARDOUS WASTE REMOVAL SERVICES
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NOTICE TO BIDDERS

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

HAZARDOUS WASTE REMOVAL SERVICES
RFP No. AVC2017/2018-9

Sealed Proposals must be received by, but **no later than 11:00 A.M. (PST), March 27, 2018**. Any changes to this RFP 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 RFP may be obtained from the District by contacting the District’s Purchasing and Contract Services department. The RFP is also available online at <https://www.avc.edu/administration/busserv/RFPbiddocs>. In the event this RFP 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 RFP document.

Bidders Submittal of Proposal. To facilitate the evaluation process, **one (1) complete electronic version on a flash drive, (1) original AND (3) additional copies of the Proposal shall be provided.** All materials submitted in response to this RFP shall be on 8 ½” 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 RFP 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 Proposal.

Delivered Proposal 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:

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

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

It is the responsibility of the Bidder to verify that its Proposal has been received by the District prior to the opening date. Verification of receipt can be made by emailing purchasing@avc.edu.



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PROPOSALS 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 Proposal, inclusive of any or all addendums, is received to the proper place at the proper time. Postmarks will not validate Proposals which arrive after the deadline date/time listed. Any Proposal received after the scheduled closing time for receipt of same will be returned to the Bidder unopened. Proposal may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFP prior to the scheduled closing time for receipt of Proposal. 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 Proposal, which shall remain in effect as stated until at least six (6) months after the due date for Proposal. Proposal shall be signed by an authorized individual or officer submitting the Proposal. If the Bidder is a corporation or limited liability company, the Proposal shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

END OF SECTION



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 addresses 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 RFP

The District is seeking Proposals from qualified vendors for a comprehensive transportation and disposal of hazardous waste service for Antelope Valley College District. Competitive proposals will include providing field chemist, routine collection, shipping, transportation, disposal, supplies, labels, and documentation. Regular visits will be quarterly to all sites, with a biannual clarifier tank neutralization service and/or inspection. Waste streams are generated from both educational programs in Aviation Technology as well as a collection of regular campus maintenance and regular operations.

The selected Bidder shall enter into a contract effective July 1, 2018 through June 30, 2019. Thereafter, the parties may extend the term of the Agreement for four (4) successive one-year periods upon written agreement signed by both parties, in accordance with the attached specifications.

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

RFP ACTIVITY	DATE & TIME (PST)*
Bid Advertisement Dates	1st: 03/02/2018 2nd: 03/09/2018
Last Day for Bidders to submit questions	03/14/2018 before 5:00 p.m.
Last day for District to Respond to questions	03/19/2018 before 5:00 p.m.
DEADLINE FOR PROPOSAL SUBMISSIONS	03/27/2018 before 11:00 a.m.
Public Opening of Proposals 3041 W. Avenue K, Adm. Room A140 Lancaster, CA 93536	03/27/2018 at 11:30 a.m.
Interviews (optional)	To be Determined
Anticipated Board Approval	May 14, 2018

**Dates may change with or without notice*

Evaluation of Proposal: The Proposal review process used to select qualified Bidders will be as follows:

- a. The District will review and evaluate all Proposals received using the criteria noted in following section. Incomplete Proposals may be rejected as non-responsive, and may result in being excluded from this legal resource pool.
- b. A District Evaluation Committee may elect to conduct oral interviews of selected Bidders. The District may request selected Bidders to make an oral/visual presentation in connection with the oral interview.

Evaluation Criteria: Bidders submitting a Proposal are advised that all responsive documents will be evaluated to determine each Bidder's ability to best meet the needs of the District. The District's evaluation will include, but is *not* limited to, a consideration of the following criteria:

- a. **Responsiveness.** Responsiveness of the Proposal clearly states the Bidder's practice areas, services, and in meeting the requirements of the RFP.
- b. **Experience/Ability.** The extent of the Bidder's previous experience working with state and local government customers on said services. Such experience will also include assessment of the Bidder's outcomes for particular matters handled by the firm for their customers as well as their safety record.
- c. **Client Responsiveness.** The District will evaluate the prior experience and success of Bidders to establish effective working relationships with state and local governments including the relationships with: management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.
- d. **References.** Information obtained by the District from the Bidder's provided references and other clients.
- e. **Proposed Pricing.** Vendor's fee proposal for each item on Exhibit B , Fee Schedule.

Optional Proposal Interviews: It may also be necessary, at the discretion of the District, to conduct individual interviews with one or more of the Bidders who submitted Proposals. The Bidders will be notified of the time and exact location in advance of any interview. The purpose of this interview is to confirm information provided in Proposal submitted by the Bidders. This will also be another opportunity for the District Evaluation Committee to request additional clarifications. In these interviews, the Bidder may expand on the information provided in their submitted proposal with their key personnel present as the primary representatives during this process.

Cancellation of Solicitation: The District may cancel this solicitation at any time.

Contract Award: The District will select a Bidder that demonstrates to be the highest, responsive, and responsible Bidder. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation. The District has the right to inspect the facilities, services areas, and business practices of all Bidders submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Bidder's potential ability to perform under the terms of this Proposal. The District also has the right to inspect the facilities and operations of the selected Bidder at any time during the contract period. See Instruction to Bidders for more details.

Agreement: The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP and should be carefully examined by Bidders. The Agreement will be executed in the following

counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal as accepted by the District, including all modifications thereof and duly incorporated therein; and the Purchase Order. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include (not limited to): all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP. Should Bidder request edits to the Agreement for consideration, such requests must be clearly identified and noted on Exhibit F and submitted at the time of Proposal. No additional terms and conditions will be accepted following receipt of Proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

Conflict of Interest/Restrictions on Lobbying and Contacts: For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District's Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.

Limitations: The District reserves the right to contract with any Bidder responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time.

Right to Negotiate and/or Reject Proposal: Bidders understand that this RFP does not commit or obligate the District to accept any response submitted. The District reserves the right to accept or reject any or all of the responses, waive any irregularities, and to negotiate with selected Bidder(s) any price or provision, in part or in its entirety, whenever, in the sole opinion of the District, such action shall serve its best interests and those of the taxpaying public. The District further expressly reserves the right to postpone the Proposal opening date for its own convenience. Bidders are encouraged to submit their best prices in their Proposals, and the District intends to negotiate only with Bidders whose Proposal most closely meets the District's requirements at the lowest estimated cost. The Contract, if any is awarded, will go to the Bidder whose Proposal best meets the District's requirements and provides the greatest overall value to the District.

Preparation Expenses: The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

Confidential and Proprietary Information: All materials submitted relative to this RFP will be kept confidential until such time as an award is made or the RFP is cancelled. At such time, all materials submitted must be made available to the public. All information contained in Proposal submitted may be subject to the California Public Records Act (*California Government Code* Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or



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proprietary should be clearly identified by the Bidder as such. Such information may then be protected and treated with confidentiality to the extent permitted by state law.

Errors/Discrepancies/Clarification/Information of RFP: Any errors, discrepancies, clarification or questions regarding information contained in this RFP should be immediately directed and submitted in writing to the District's Purchasing and Contract Services Department at 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.

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 not 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
Attn.: Diana Keelen, Executive Director of Business Services
3041 West Ave. K
Lancaster, CA 93536

c. **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.

d. **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.



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e. 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.

END OF SECTION

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

INTRODUCTION

The District is seeking Proposals from qualified vendors for a comprehensive transportation and disposal of hazardous waste service for Antelope Valley College District. Competitive proposals will include providing field chemist, routine collection, shipping, transportation, disposal, supplies, labels, and documentation. Regular visits will be quarterly to all sites, with a biannual clarifier tank neutralization service and/or inspection. Waste streams are generated from both educational programs in Aviation Technology as well as a collection of regular campus maintenance and regular operations.

GENERAL OUTLINE OF SERVICES

Contractor shall provide Hazardous Waste Removal Services to Antelope Valley Community College District's three (3) site locations and invoiced into two (2) categories. Regular visits will be quarterly, with a biannual clarifier tank neutralization service and/or inspection. Documents and manifests to be completed and submitted to comply with all state laws and regulations.

Materials generated by the District could include bulk waste, lighting waste, analysis, supplies, lamps, ballasts, batteries, electronics, lead scrap, paint, consolidated oil, grease, mercury items, equipment, absorbent, coolants, landfill, waste corrosive liquids, lab packs, and other various chemicals. Actual hazardous waste generated during the term could vary. Some of the most frequent include:

- Hazardous Waste Solid debris with Epoxy Based Sealant / Adhesives
- Fluorescent light ballasts, bulk
- Batteries, Ni-Cad, alkaline, lithium, bulk
- Hazardous Waste Liquid (oil)
- Flammable liquids
- Non-Hazardous Waste liquid (clarifier waste)
- Trip Fuel Surcharge Charge Cost of Bin Delivery / Transportation (20yd and 6yd containers)

Code Compliance: All work and materials shall comply with the latest rules, codes and regulations, including but not limited to:

- Title 29, Occupational Safety and Health Act Standards (OSHA)
- 40 CFR: Protection of Environment
- 49 CFR: DOT, Transportation (Hazardous Materials)
- Title 22: Hazardous Waste, and Calif.; and Federal EPA
- NFPA #101: Life Safety Code.
- Specific Regulations applied by the Los Angeles County and Lancaster, California
- Other applicable Federal, State and Local laws and regulations.

Code compliance is mandatory. The specifications do not permit acceptance of the hazardous waste unless it conforms to these codes. Where the hazardous waste packaging, transportation and disposal specification is shown to exceed minimum code requirements, comply with the specifications.

RESPONSIBILITIES OF THE CONTRACTOR

Contractor will provide two separate invoices for the following two regular service categories:

1. Instructional Campus Hazardous Materials:

- Facilities and Receiving Warehouse (FSRW):
 - Location at 3041 West Ave K, Lancaster, CA, 93536.
 - Proper transportation and disposal of Antelope Valley College's hazardous waste. Contractor will provide field chemist, transportation, disposal, supplies, profiles, and labels. Regular visits will be quarterly, with a biannual clarifier tank neutralization service and/or inspection. Limestone will only be replaced as needed. Regular visits will be quarterly.
- Antelope Valley College Palmdale Center (PALMDL):
 - Location at 2301 East Palmdale Boulevard Palmdale, CA 93550.
 - Proper transportation and disposal of Antelope Valley College's hazardous waste. Contractor will provide field chemist, transportation, disposal, supplies, profiles, and labels. Regular visits will be quarterly.

2. Aeronautical / Airframe Manufacturing Materials:

- Technical Education Building 7 (TE7):
 - Location at 3041 West Ave K, Lancaster, CA, 93536.
 - After initial bin setup and on a quarterly basis thereafter, live load one 20-yard lined bin and leave one empty 20-yard bin on site for accumulation. Contractor will provide hazardous waste labels, pre-printed and 4 mil, 55 gallon drum liners with hazardous waste pick up and removal. Regular visits will be quarterly.
- Palmdale Regional Airport (PRA):
 - Location at 41000 20th Street East, Palmdale 93550.
 - After initial bin setup and on a quarterly basis thereafter, live load one 6-yard lined bin and leave one empty 6-yard bin on site for accumulation. Contractor will provide hazardous waste labels, pre-printed and 4 mil, 55 gallon drum liners with hazardous waste pick up and removal. Regular visits will be quarterly.

Due to any unseen circumstances or fluctuation in generated hazardous materials, services will also include unscheduled hazardous materials per request as needed. These unscheduled services will fall under one of the above defined categories and is requested to be invoiced as such. Documents and manifests to be completed and submitted to comply with all state laws and regulations.

Clean-up: The vendor shall execute industry standard cleaning practices during progress of the work and will maintain a clean and safe environment on a routine basis throughout the course of the contract. All extra supplies, drums, PPE and debris or empty supply containers generated during service will be removed by the vendor and reused /disposed of at no additional cost to the District. The Vendor will not maintain an inventory of containers, drums or packing materials on site. The Vendor will deliver the supplies for each service and remove the excess after each service.

On-site access: The vendor must check-in at the Facilities Services Department prior to performing any services. Access will be arranged by an authorized representative of the Facilities Services Department. The vendor shall abide by all Campus speed limits / traffic controls and designated smoking areas at all times.

District Hours of Operation: The District's business hours for hazardous waste collection, packaging, transportation and disposal services are 7:00 a.m. to 4:00 p.m., Monday through Friday. The District will be closed on the following days:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Lincoln's Day
4. Washington's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day and the day after
10. December Holiday (check with Facilities Services Department)

Subcontractors: Subcontractors shall not be used to conduct and perform any of the collection, packaging or transportation. No subcontractors or independent contract employees are to be used in any portion of any service.

Professional Licensing: The District requires that the vendor possess (1) CSLB - HAZ - Hazardous Substance Removal Certification, (2) California Highway Patrol Hazardous Materials licenses and vehicle tags, and (3) 40 hour Hazwoper Certificates with the latest 8 hr. annual refresher Certificate for each employee that works on campus.

END OF SECTION

BIDDER INSTRUCTIONS

Format and Content. The Bidder's Proposal should fully state its experience and expertise referenced in the Scope of Work. The submitted Proposal should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Bidder's Proposal.

FORMAT TO CONSIST OF THE FOLLOWING:

- I. **Letter of Interest:** The individual who is authorized to bind the Bidder's business contractually, must sign the cover letter, which must accompany the Bidder's RFP response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Bidder's firm. **An unsigned cover letter shall cause the Proposal to be rejected.** The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record. The letter must also contain the following:
 - a. The Bidder's name, address, e-mail, telephone, and facsimile number.
 - b. The name, title or position, and telephone number of the individual signing the cover letter.
 - c. A statement indicating the signer is authorized to bind the Bidder contractually.
 - d. The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
 - e. A statement to the effect that the Proposal is a firm and irrevocable offer, good for six (6) months.
 - f. A statement expressing the Bidder's willingness to perform the services as described in this RFP.
 - g. A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.
 - h. Provide names of Professional License(s) and License #(s) and that said license(s) is(are) in good standing.
 - i. A statement expressing the Bidder's availability of staff, office locations, hours and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.
- II. **Table of Contents:** Include a detailed table of contents for all sections of the submittal.
- III. **Qualifications Statement (Exhibit A):** Bidders shall complete and submit the Qualifications Statement with its Proposal. Bids submitted without the Qualifications Statement may be deemed non-responsive and will not be considered.
- IV. **Resumes:** Bidders shall submit the resumes of proposed Account Manager(s) and at least two Field Chemists with its Proposal. Bids submitted without Resumes may be deemed non-responsive and will not be considered.
- V. **Professional Licensing and Safety:** Bidders shall submit the following documents with their proposal:
 - a. Safety Record/CAL OSHA Report and a copy of your firms OSHA history for the State of California, for the past 3 years, both "closed" and "open" cases as available from:

<http://www.osha.gov/pls/imis/establishment.html>.

For each “current violation” and “open case”, identify the citation defining the applicable code issue and the amount noted, the date of citation and resultant resolution date, and any information necessary to fully explain the circumstances and outcome of the citation.

- b. A valid and active CSLB - HAZ - Hazardous Substance Removal Certification.
- c. 40 hour Hazwoper Certificates with the latest 8 hr. annual refresher Certificate for each employee that works on campus.

Proposals submitted without the above listed documents may be deemed non-responsive and will not be considered.

- VI. Fee Schedule (Exhibit B):** Bidders shall complete and submit the Fee Schedule form with it’s Proposal. Bids submitted without the Fee Schedule shall be deemed non-responsive and will not be considered.
- VII. Certificate of Non-Discrimination (Exhibit C):** The Bidder shall submit a Certification of Non-Discrimination assuring that it will not discriminate in its hiring or employment practices on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, sexual orientation, gender, gender identity, gender expression, medical condition or physical or mental disability, or any other basis protected by law, in performing the work and services.
- VIII. Non-Collusion Affidavit (Exhibit D):** Bidders shall complete and submit the Non-Collusion Declaration with its Proposal. Bids submitted without the Non-Collusion Declaration may be deemed non-responsive and will not be considered.
- IX. References Form (Exhibit E):** A minimum of three (3) verifiable references preferably from a California Community College District (CCCD) shall be listed on the “References” sheet provided in this RFP. If your organization does not have CCCD references, public or private educational institution and/or California public agencies may be listed. This list may include current and former clients (with reason for cancellation if applicable), with all references being able to fully comment on the Bidder’s related experience.
- X. Agreement to Terms and Conditions (Exhibit F):** 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.
- XI. Addenda Acknowledgement (Exhibit G):** Bidders shall complete and submit the Addenda Acknowledgement form with its Proposal. It is the Bidder’s responsibility for ensuring that they have received any and all Addenda. If not, they may be considered non-responsive. Bidders are to review the Notice to Bidders for instructions on how to obtain said addenda/addendums.

XII. Additional Materials:

- a. Bidders may include other materials that they feel may improve the quality of their Proposal submissions and/or are pertinent to this RFP.
- b. Bidders are encouraged to include letters of reference and/or testimonials in their Proposal.

END OF SECTION

SUBMITTAL CHECKLIST

This checklist is provided to assist in the preparation of Bidder's submission. It is only intended as a guide. Bidders are encouraged to use the following checklist when preparing their proposed Proposal:

- LETTER OF INTEREST**
- EXHIBIT A – QUALIFICATIONS STATEMENT**
- RESUMES**
- PROFESSIONAL LICENSING**
- EXHIBIT B – FEE SCHEDULE**
- EXHIBIT C – CERTIFICATION OF NON-DISCRIMINATION**
- EXHIBIT D – NON-COLLUSION AFFIDAVIT**
- EXHIBIT E – REFERENCES**
- EXHIBIT F – AGREEMENT TO TERMS AND CONDITIONS**
- EXHIBIT G – ADDENDA ACKNOWLEDGEMENT**
- ADDITIONAL MATERIALS (OPTIONAL)**

EXHIBIT A – QUALIFICATIONS STATEMENT

1. Respondent Information.

1.1. Respondent Company Name:

1.2. Address:

Physical Office Location:

Street Address : _____

City, State and Zip Code: _____

Mailing Address (if different than address above):

Street Address : _____

City, State and Zip Code: _____

1.3. Phone:

(_____) _____

1.4. Fax:

(_____) _____

1.5. Respondent’s principal contacts:

Name: _____	Name: _____
Title: _____	Title: _____
Phone: (_____) _____	Phone: (_____) _____
Fax: (_____) _____	Fax: (_____) _____
E-Mail: _____	E-Mail: _____

1.6. Length of time Respondent has been in business providing Hazardous Waste Removal Services:

_____ years

1.7. Respondent Federal Tax ID No.: _____

1.8. Current number of employees: _____

2. Insurance. All insurance obtained by respondent pursuant to the proposal shall be issued by a company or companies authorized to transact business in the State of California. All Insurance must be issued by companies licensed to write insurance policies in the State of California, which have a BEST rating of A:VII.

2.1. Commercial General Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.2. Pollution Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2.3. Commercial Automobile Liability Insurance.

Insurer: _____

Current Policy No.: _____

General Liability Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____



HAZARDOUS WASTE REMOVAL SERVICES
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2.4. Workers' Compensation (statutory limits) and Employers Liability Insurance.

Insurer: _____

Current Policy No.: _____

Workers' Compensation Insurance Broker:

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

3. **Prior Hazardous Waste Removal Services Experience.** Provide the names and dates of service for ***all State and Local Governments*** your organization provided Hazardous Waste Removal Service ***within the past five (5) years***. Attach additional sheets as necessary.

District's Name, Telephone No., & Contact Name:	Date(s) of Service:	Reason Contract Not Renewed (if applicable):

4. **Accuracy and Authority.**

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement.



HAZARDOUS WASTE REMOVAL SERVICES
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The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Respondent's RFP Response may be rejected by the District.

Executed this ___ day of _____ 20__ at _____
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Typed or written name)

EXHIBIT B – FEE SCHEDULE

The undersigned has read and understands all conditions and terms of this RFP, is authorized to submit this proposal for purposes of Vendor evaluation, and hereby offers to perform the services requested for the rates indicated.

Prices quoted are to be firm for the first twelve (12) months of the agreement. Adjusted prices, if any, quoted for the additional years of the agreement shall remain firm for each respective twelve (12) month period. Request for price adjustments must be submitted by the vendor, in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year. Unless otherwise stated, the vendor agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the District. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and District only after completion of the initial term.

Provide fees for all items listed below.

#	WASTE ITEM DESCRIPTION	5GAL DOT CONTAINER PRICE	30GAL DOT CONTAINER PRICE	DISPOSAL METHOD
1	Hazardous Waste Solid debris with Epoxy Based Sealant / Adhesives			
2	Fluorescent light ballasts, bulk			
3	Batteries, Ni-Cad, alkaline, lithium, bulk			
4	Hazardous Waste Liquid (oil)			
5	Flammable liquids			
6	Non-Hazardous Waste liquid (clarifier waste)			
		6YRD	20YRD	
7	Trip Fuel Surcharge Charge Cost of Bin Delivery / Transportation (20yd and 6yd containers)			NA



EXHIBIT C – CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPSAL

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 _____

EXHIBIT D – NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPSAL

_____, being first duly sworn, deposes and says that he or she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER _____
(Type or print complete legal name of Bidder)

BY _____
(Signature)

Name _____
(Type or print)

Title _____



HAZARDOUS WASTE REMOVAL SERVICES
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EXHIBIT E – REFERENCES

Bidder shall provide a minimum of three (3) verifiable references **preferably from a California Community College District (CCCD)**. If your organization does not have CCCD references, state or local government references may be listed.

REFERENCE #1

NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

REFERENCE #2

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

REFERENCE #3

NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)



EXHIBIT F – 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 _____



EXHIBIT G – ADDENDA ACKNOWLEDGMENT

to the RFP will be issued via a numbered addendum format prior to the Proposal deadline (See Section 1 - Project Specific Dates). Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____
Addendum # _____	Date Received: _____



**HAZARDOUS WASTE REMOVAL SERVICES
RFP No. AVC2017/2018-9**

ATTACHMENT 1 - AGREEMENT

This Services Agreement (“Agreement”) between Antelope Valley Community College District, a public educational agency (“District”) and [legal name] (“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, RFP No. AVC2017/2018-9 for Hazardous Waste Removal Services (“RFP”); and

WHEREAS, it is necessary and desirable that Contractor be engaged by the District for the purpose to performing services hereinafter described; and

WHEREAS, Contractor warrants and represents to District that Contractor 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 scope of work, deliverables, and standard of performance identified in Attachment(s), and in accordance with the terms and conditions in this Agreement. 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 July 1, 2018 and will be completed on June 30, 2019. Thereafter, the parties may extend the term of the Agreement for four (4) successive on-year periods upon written agreement signed by both parties. 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. Invoices are to be sent to the District’s Accounts Payable Department, accounts_payable@avc.edu.

Prices quoted in Attachment(s) are to be firm for the first twelve (12) months of the agreement. Adjusted prices, if any, quoted for the additional years of the agreement shall remain firm for each respective twelve (12) month period. Request for price adjustments must be submitted by the vendor, in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year. Unless otherwise stated, the vendor agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the District. Any price increases or decreases for subsequent contract terms may be negotiated between Contractor and District only after completion of the initial term.

4. **Outsource.** The District reserves the right to separately procure any requirements that will exceed the capacity of the vendor, including ordering supplies / equipment, additional service days by trained/certified personnel, additional licensed transportation services, and optional use of treatment, storage or disposal facility owned by other companies/ vendors.

5. **Safety.** Vendor will be responsible for safety related to and during the performance of the work hereunder. Vendor will ensure that Vendor's employees and the employees of its sub-contractors (where applicable) are notified of, and observe and abide by, all safety regulations and laws, including, but not limited to, District's General Safety Requirements (Attachment 2). Vendor shall include provisions for compliance with all safety regulations and laws, including District's General Safety Requirements, in all sub-contracts.
6. **Subcontractors.** Subcontractors shall not be used to conduct and perform any of the collection, packaging or transportation. No subcontractors or independent contract employees are to be used in any portion of any service.
7. **Contractor Environmental/Hazardous Materials Responsibilities.** The Contractor shall comply with Laws relating to construction waste management, materials re-use and/or recycling and the maintenance of records relating thereto. All activities of the Contractor relating to removal, transportation and/or disposal of any hazardous material shall be in strict compliance with the Laws, including compliance with requirements of manifests for the transportation and disposal of hazardous materials. The Contractor's failure to strictly comply with its obligations hereunder shall be a basis for the District's withholding of Contract Price disbursements until the Contractor has complied and performed its obligations hereunder. Upon completion of the Project, the Contractor shall complete, execute and submit to the District the form of Asbestos and Hazardous Materials Certification included with the Contract Documents.
8. **Emergencies.** In an emergency affecting life, life safety, property damage, the Work or adjoining property, Contractor, without special instruction or authorization from District, shall take such actions reasonably necessary to prevent such threatened loss or injury. Contractor shall immediately report in writing to the District Representative if such action is taken.
9. **Employee Competency and Discipline.** The Contractor shall enforce strict discipline and good order among employees of the Contractor and Subcontractors at the Site. Personnel of the Contractor or any Subcontractor are subject to removal from the Site for violations of the Laws or District Policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform assigned tasks. Identification badges are required for Site access. Personnel providing or performing any Work at the Site will be permitted access to the Site only if District-issued identification badges are worn.
10. **District Policies; Noise, Drugs, Tobacco, and Alcohol.** Use, possession, consumption or work under the influence of alcohol or illegal drugs at the Site is prohibited. District Board Policies prohibit the use of any form of tobacco products at the Site. Use of music/audio devices, including radios or wearing any headphone devices for entertainment while performing Work at the Site is prohibited. The Contractor shall implement measures to: (i) notify all personnel at the Site of such prohibitions and (ii) prevent violations of such prohibited conduct. The District expressly reserves the right to remove construction personnel violating the foregoing.
11. **DIR Registration.** The Contractor and all Subcontractors must comply with the Labor Code §§1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

12. **Prevailing Wage Rates; Hours Of Work.** The Contractor and all Subcontractors shall: (i) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. The Contractor and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Contractor shall be subject to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate requirements or hours of work limits. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).
13. **Property Damage.** The Contractor is responsible for costs to repair, replace or correct damage or destruction to property arising during the Contractor's completion of Project Work, including without limitation, damage/destruction of other facilities/improvements, landscape materials and irrigation systems
14. **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.
15. **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.
16. **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.
17. **Preventative Maintenance and Warranty.** Contractor will perform all full preventative maintenance to keep the equipment in the most efficient mechanical and working condition possible. Contractor agrees to provide adequate training of District personnel to efficiently operate and maintain any products or equipment installed. Contractor warrants all equipment against manufacturing defects for a period not less than one (1) year from the District's date of acceptance, covering parts and labor, unless otherwise indicated. This warranty includes all costs of repair during the warranty period, including transportation costs. Contractor will pass along to the District all manufacturer warranties available.
18. **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.

19. **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.
20. **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.
21. **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.
22. **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.
23. **Ownership of Intellectual Property.** The Services performed hereunder are work made for hire and District shall exclusively own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this Agreement. Contractor assigns to District any rights Contractor could have, may have, or does have, in the work or the work product performed under this Agreement, and District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, or patent of said matters in the name of the District. Independent Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium.
24. **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.
25. **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.

26. **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 \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, other injury, and property damage.
 - b. Pollution Liability. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Contractor Pollution Liability policy shall cover losses for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the Contractor, except for fungus/spore coverage.
 - c. Commercial Automobile Liability. \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles.
 - d. Employer's Liability. Minimum limits of \$1,000,000. The Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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 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.
27. **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.

Initial this box if you have employees:

I am aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of any work required under this Agreement with employees.

Initial this box only if you have no employee and will not submit a Certificate of Workers' Compensation:

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

28. **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.
29. **Disabled Accessibility and Electronic and Information Technologies.** Contractor hereby warrants that any goods or services, including any hardware or software products or services, to be provided under the Agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Contractor further agrees to indemnify, defend, and hold harmless the District, the Chancellor's Office of the California Community Colleges, and any California community college using the Contractor's products or services from any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of the Agreement.
30. **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.
31. **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.

32. **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.
33. **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.
34. **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>.
35. **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.
36. **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.
37. **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:

Antelope Valley Community College District
Attention: Executive Director of Business Services
3041 West Avenue K
Lancaster, CA 93536-5426

For Contractor:

Contact information as referenced in Attachment 1

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.

38. **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.
39. **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.
40. **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.
41. **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.
42. **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.
43. **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.
44. **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 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.

- 45. **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.
- 46. **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.
- 47. **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:

Signature

Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 1- VENDOR'S PROPOSAL TO RFP No. AVC2017/2018-9

ATTACHMENT 2 - DISTRICT'S GENERAL SAFETY REQUIREMENTS

OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

All Contractors/Subcontractors/Vendors are expected to comply with all applicable local, state, and federal occupational safety and health regulations. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements.

It is the responsibility of each Contractor/Subcontractor/Vendor to maintain an environment free of recognized hazards. All Contractors/Subcontractors/Vendors shall exercise reasonable care to prevent work-related injuries; property and equipment damage at the Project, as well as minimize risk to the public and third party property.

A. Program Management

1. Each Contractor/Subcontractor/Vendor shall have the following safety programs:
 - a. Injury and Illness Prevention Program
 - b. Hazard Communication Program
 - c. Heat Illness Prevention Plan
2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health.

B. Mandatory 6' Fall Protection

1. Contractor/Subcontractor/Vendor employees shall be protected from fall exposures of 6 feet or greater.

Activities include but are not limited to:

- a. Steel erection
 - b. Roofing
 - c. Framing
 - d. Decking
 - e. Scaffold work
 - f. Work performed from ladders
2. A safety monitor as means of fall protection is prohibited.
 3. Ladder jacks, lean-to, and prop-scaffolds are prohibited.
 4. Contractor/Subcontractor/Vendor is required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
 5. Methods of fall protection include but are not limited to the following:
 - a. Railings
 - b. Covers for Floor, Roof, and Wall Openings

c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices

d. Controlled Access Zones

6. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
7. The minimum parapet height allowed for fall protection is 42 inches or greater.
8. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance in accordance with Cal/OSHA Construction Safety Orders.
9. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at anytime.
10. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
11. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.

C. Site Safety

According to industry practices, it is the responsibility of contractors of all tiers and vendors to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property.

Contractors/Subcontractors of all tiers and Vendors shall be expected to comply with the following safety and loss control requirements:

1. All Subcontractors/Vendors shall identify their contact person(s) to the General or Prime Contractor.
2. All Contractors/Subcontractors/Vendors shall follow District procedures for dealing with the media.
3. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
4. Alcohol is prohibited on District property at all times.
5. Contractors/Subcontractors/Vendors will be required to respond to all District complaints about objectionable levels of dust or noise and objectionable odors and will be required to provide prompt and appropriate abatement.
6. Contractors/Subcontractors/Vendors cannot enter District grounds other than the specific jobsite or on-campus food distribution service location unless accompanied by District personnel, and are allowed only "incidental" contact with students.

Violations of these requirements by any Contractors/Subcontractors/Vendors will result in a mandatory background check of that employee – including fingerprinting – as required by state law.

7. No sexual reference or preference shall be permitted on any piece of clothing or Personal Protective Equipment.

Any Contractor/Subcontractor/Vendor employee observed disregarding this policy shall be removed from the job site until further notice.

8. All Contractors/Subcontractors/Vendors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
9. All Contractor/Subcontractor/Vendor employees on campus during an emergency drill covering the area of campus in which they find themselves during the drill will participate in the drill from start to finish.
10. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
11. All Contractors/Subcontractors/Vendors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

D. Crane Safety

1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
2. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.
3. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.