



Antelope Valley College District

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

**REQUEST FOR PROPOSALS (RFP)
AND CONTRACT DOCUMENTS
FOR
RFP # AVC2015/2016-02
EDUCATIONAL MASTER PLAN CONSULTANT**

Proposal due date/time: September 16, 2015, 1:00 p.m. (PST)

To: Prospective Offerors:

ATTENTION: Please review this document in its entirety as soon as you receive it.

Questions or requests by Offerors for clarification will not be accepted after the date specified in the **Project Specific Dates**.

Any requests for interpretation or correction must be made in accordance with the **Proposal Requirements** and according to the **Project Specific Dates**.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items on a proposal, or to waive any irregularities or informalities in the proposals or in the proposal process.

Your completed proposal must be returned in a sealed envelope no later than the **Submission of Proposal** deadline as stated in the **Notice to Offerors**.

Please submit in writing all questions and requests for clarification as specified in the **Proposal Requirements** to:

Mina I. Hernandez
Manager, Purchasing
Email: mihernandez@avc.edu
Office: 661-722-6419
Fax: 661-722-6320

Publication & Dates:
Antelope Valley Press
September 1, 2015
September 8, 2015



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NOTICE TO OFFERORS

Notice is hereby given that the governing Board (“Board”) of the Antelope Valley Community College District (“District” or “Owner”) will receive sealed proposals for the following project (“Project”):

**RFP #: AVC2015/2016-02
EDUCATIONAL MASTER PLAN CONSULTANT**

Submittal of Proposals. Sealed proposals must be received by, but no later than **1:00 P.M. (PST), September 16, 2015**. 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. All addenda and notices related to this solicitation will be posted by the District’s Purchasing website at: <http://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.

To assure consideration, all proposals shall be made on the RFP forms included or as directed. To facilitate the evaluation process, one (1) original of the proposal shall be provided along with two (2) additional copies. All proposals shall be written in ink or typed on 8½” x 11” paper. Mistakes may be crossed out and corrections made adjacent; however, each correction must be initialed by the person signing the proposal.

Delivered proposals shall be enclosed and sealed in an envelope or container clearly marked AVC2015/2016-02, EDUCATIONAL MASTER PLAN CONSULTANT addressed to and delivered in one of the following methods:

Hand-delivered to:

Antelope Valley Community College District
Business Services-Purchasing Department
Attention: Mina I. Hernandez, Manager, Purchasing
3041 West Avenue K
Lancaster, CA 93536-5426

U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:

Antelope Valley Community College District
Business Services-Purchasing Department
Attention: Mina I. Hernandez, Manager, Purchasing
3041 West Avenue K
Lancaster, CA 93536-5426

EMAILED, FAXED OR TELEPHONIC PROPOSALS WILL NOT BE ACCEPTED.

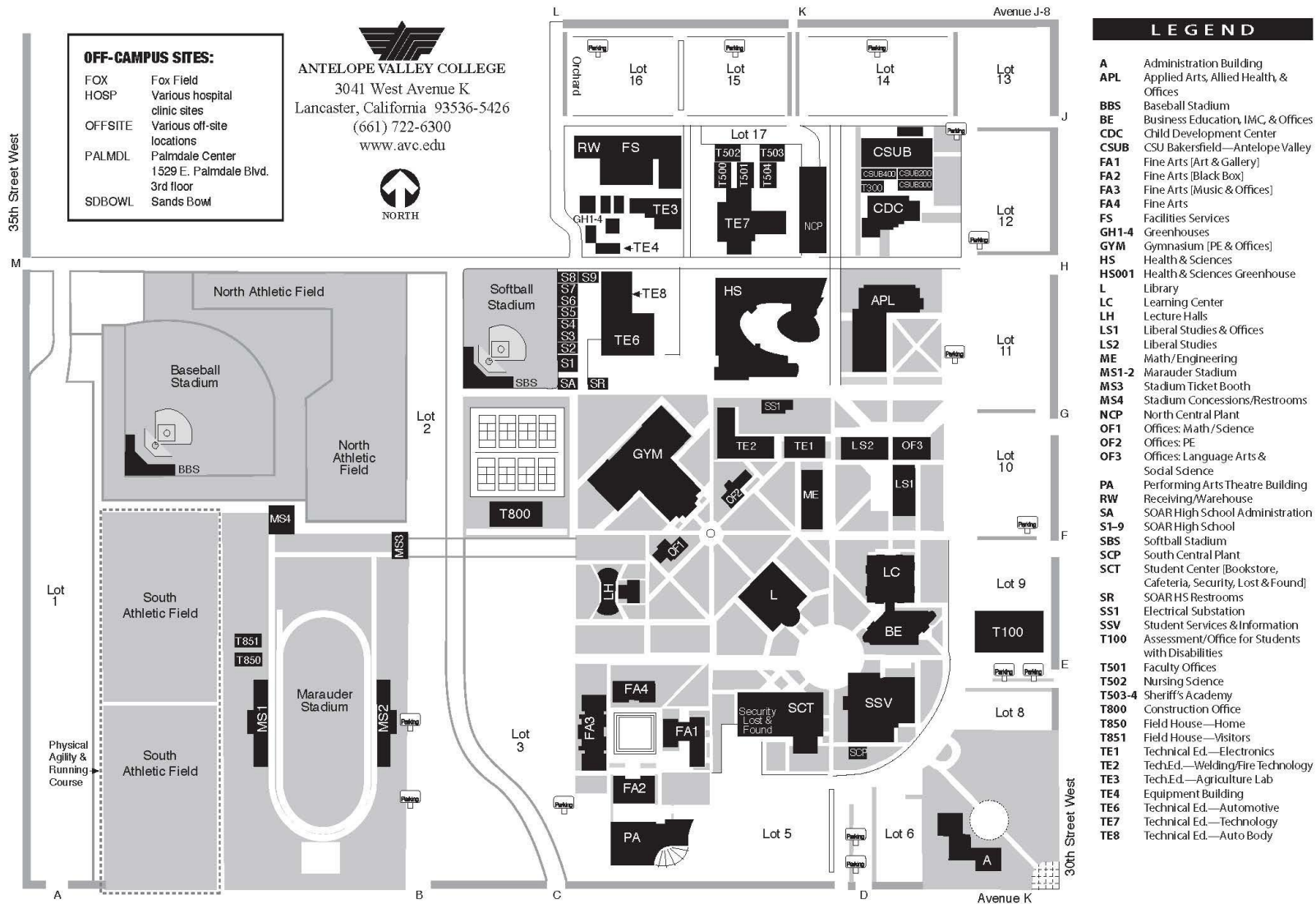
Opening of Proposals. Sealed proposals will be opened publicly and names of Offerors read aloud at 2:00 p.m. (PST) on September 16, 2015 at Antelope Valley College, 3041 West Avenue K, Administration building, President’s Office, room A124, Lancaster, CA 93536-5426. (see attached map)



PROPOSALS DELIVERED TO OTHER THAN THE ABOVE STATED ADDRESSES, OR RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE, WILL BE REJECTED AND RETURNED UNOPENED TO THE OFFEROR UNOPENED. It is the Offeror's sole responsibility to ensure that his/her proposal, inclusive of any or all addenda, is received to the proper place at the proper time. Postmarks will not validate proposals which arrive after the deadline date/time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Offeror unopened.

Proposals 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 proposals.

END OF SECTION



OFF-CAMPUS SITES:
 FOX Fox Field
 HOSP Various hospital clinic sites
 OFFSITE Various off-site locations
 PALMDL Palmdale Center 1529 E. Palmdale Blvd. 3rd floor
 SDBOWL Sands Bowl

ANTELOPE VALLEY COLLEGE
 3041 West Avenue K
 Lancaster, California 93536-5426
 (661) 722-6300
 www.avc.edu

LEGEND

- A** Administration Building
- APL** Applied Arts, Allied Health, & Offices
- BBS** Baseball Stadium
- BE** Business Education, IMC, & Offices
- CDC** Child Development Center
- CSUB** CSU Bakersfield—Antelope Valley
- FA1** Fine Arts [Art & Gallery]
- FA2** Fine Arts [Black Box]
- FA3** Fine Arts [Music & Offices]
- FA4** Fine Arts
- FS** Facilities Services
- GH1-4** Greenhouses
- GYM** Gymnasium [PE & Offices]
- HS** Health & Sciences
- HS001** Health & Sciences Greenhouse
- L** Library
- LC** Learning Center
- LH** Lecture Halls
- LS1** Liberal Studies & Offices
- LS2** Liberal Studies
- ME** Math/Engineering
- MS1-2** Marauder Stadium
- MS3** Stadium Ticket Booth
- MS4** Stadium Concessions/Restrooms
- NCP** North Central Plant
- OF1** Offices: Math/Science
- OF2** Offices: PE
- OF3** Offices: Language Arts & Social Science
- PA** Performing Arts Theatre Building
- RW** Receiving/Warehouse
- SA** SOAR High School Administration
- S1-9** SOAR High School
- SBS** Softball Stadium
- SCP** South Central Plant
- SCT** Student Center [Bookstore, Cafeteria, Security, Lost & Found]
- SR** SOAR HS Restrooms
- SS1** Electrical Substation
- SSV** Student Services & Information
- T100** Assessment/Office for Students with Disabilities
- T501** Faculty Offices
- T502** Nursing Science
- T503-4** Sheriff's Academy
- T800** Construction Office
- T850** Field House—Home
- T851** Field House—Visitors
- TE1** Technical Ed.—Electronics
- TE2** Tech.Ed.—Welding/Fire Technology
- TE3** Tech.Ed.—Agriculture Lab
- TE4** Equipment Building
- TE6** Technical Ed.—Automotive
- TE7** Technical Ed.—Technology
- TE8** Technical Ed.—Auto Body



SECTION 1 - PROJECT INTRODUCTION AND OVERVIEW

1. General Overview

The Antelope Valley Community College District (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 18,000 students. 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 AVC 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. AVC'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.

Please visit our website at <http://www.avc.edu/> to learn more about the District.

2. Purpose of Request for Proposals

The District is seeking proposals from qualified consultants to assist the District's administration, faculty, and staff in preparing a ten (10) year Educational Master Plan (EMP). The EMP will provide the foundation for a new Facilities Master Plan (FMP) to be written in tandem with the EMP but in a distinct process. Qualified consultants are invited to submit proposals, based on the information provided in this RFP.

In preparation of Offerors preparing its proposals, the District's previous EMPs may be found here: <https://www.avc.edu/administration/research/edmasterplan>

Additionally, as components of the District's EMPs, please refer to the following links:

2011 Facilities Master Plan:

<https://www.avc.edu/sites/default/files/administration/facilities/AVCFP.pdf>

2014-2017 Technology Master Plan:

https://www.avc.edu/sites/default/files/administration/organizations/it/AVC_Technology_Master_Plan_2014-17.pdf

This RFP and attached Professional Services Agreement constitute the full and complete understanding of the terms and conditions by the parties. However, should consultant request additional contractual terms and conditions for consideration, such requests must be clearly identified as noted on Exhibit B and submitted at the time of proposals. No additional terms and conditions will be accepted following receipt



of proposals, and the District will consider such additional contractual terms and conditions as part of its evaluation process. It is the Intent of the District to receive responses to the RFP and, if appropriate, conduct individual interviews in order to select a consultant which, in the opinion of the District, is best suited to perform the work. The purpose of this RFP, therefore, is to provide the District with the information necessary in order to select a consultant. Following receipt of proposal, the District may, at its discretion, elect to shortlist to a select few to participate in the interview stage of the selection process.

3. Project Specific Dates

The following table identifies the estimated dates/time frame for receipt, evaluation and award of AVC2015/2016-02. Please note the following key dates when preparing your responses:

DESCRIPTION	DATE*
Advertisement Dates	September 1, 2015 September 8, 2015
Last Day for Offerors to Submit Questions	September 14, 2015
Last Day for District to Respond to Questions	September 15, 2015
PROPOSAL DUE DATE	September 16, 2015 at 1:00 p.m. (PST)
Public Opening & Reading of Proposals	September 16, 2015 at 2:00 p.m. (PST)
Proposal Interviews (optional)	September 17, 2015 at 10:00 a.m.
Negotiations of Agreement - Offeror recommended for award must have completed negotiations with the District by this date.	September 22, 2015 by 10 a.m.
Anticipated Governing Board Contract Approval	October 12, 2015
Anticipated Notice to Proceed	October 13, 2015
Approximate Start Date	October 13, 2015

*Dates may change with or without notice

4. Selection Criteria

The criteria for vendor selection shall be based on, but not limited to, the following:

CRITERIA	POINTS ALLOTTED
Responsiveness of proposal to RFP	5
Offeror’s Qualifications and Experience	25
Experience & qualifications of Personnel Assigned to Perform the Work	25
Approach & Understanding of the Requirements	10
Exceptions Taken to RFP (Exhibit B)	10
Past experience with District & Years of Satisfactory Service	25
TOTAL POINTS:	100

5. Proposal Interviews (Optional)

It may also be necessary, at the discretion of the District, to conduct individual interviews with one or more of the Offerors who submitted proposals. The Offerors 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 proposals submitted by the Offerors. This will also be another opportunity for the section committee to request



additional clarifications. In these interviews, the Offeror may expand on the information provided in their key personnel present as the primary representatives during this process.

6. Contract Award

This proposal will be competitively bid and evaluated by the District in its entirety. The District will select a consultant that demonstrates to be the highest, responsive, and responsible consultant. 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 Offerors submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Offeror'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 consultant at any time during the contract period.

7. 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 Offeror.

8. Limitations

The District reserves the right to contract with any consultant 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. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the contract, if at all, is at the sole discretion of the District. The District reserves the right to reject any or all proposals, to waive any irregularities or informalities, to evaluate the proposals submitted, and to award a contract, if any, according to the proposal which best serves the interests of the District at a reasonable cost to the District.

9. No Discrimination

The Offeror hereby assures 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 set forth in the RFP.

END OF SECTION



SECTION 2 - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. INTRODUCTION AND GENERAL INFORMATION

The District is seeking proposals from qualified consultants to assist the District’s administration, faculty, and staff in preparing a ten (10) year Educational Master Plan (EMP) for 2016-2026. The selected consultant will be required to produce written, graphic, and digital documentation of the EMP, which will be developed concurrently with the ten (10) year Facilities Master Plan (FMP) for the District, as well as plans for individual disciplines, including growth of existing programs and addition of new programs to accommodate maximum student enrollment. The consultant will assist the District in the planning process from initial phase of research through adoption of the plan by the District’s Board of Trustees. The EMP consultant will collaboratively work with the FMP consultant, District leadership, Strategic Planning Council, and other District constituencies and committees to develop the EMP through participation in open forums, committee meetings and public review.

The final product will include, but not be limited to: 1) a planning document that will outline the District’s academic plan, as well as the development plans for individual disciplines, and 2) a linkage to the FMP, Technology Plan and Student Equity Plans which will illustrate the requirements for achieving the EMP’s projections of enrollment growth, program growth, and program additions. A critical component of the final product will be development of the identity and direction for the District as a whole.

The EMP document will include but not be limited to: 1) the District’s background, including its mission, vision, philosophy and core values; 2) population and employment trends; 3) educational trends; 4) enrollment trends; 5) institutional identity and direction; 6) analysis of individual academic and academic support programs; and 7) linkages between the EMP and the new FMP, based on assignable square footage requirements identified in the EMP.

The District’s expectation is that the contents of the proposed final product will closely resemble the contents of the 2013 EMP. For reference, the following link is to the District’s previous EMPs:
<https://www.avc.edu/administration/research/edmasterplan>

Offeror must be familiar with academic and academic support program planning in the California Community Districts, as well as data-driven decision processes. Offeror should be prepared to illustrate examples of data he/she collects and how the data is used to direct the future growth of a District. The Offeror’s proposal should include a description of the recommended approach to developing the planning process and outcomes that are described above. The planning process will require interactive meetings, planning charts, open forums, workshops and presentations.

During the course of the process, the consultant will be responsible for producing all meeting minutes and associated handouts in an electronic format consistent with the District’s standards for review and distribution by the District’s staff.



2. SCOPE OF REQUIRED SERVICES

The EMP consultant will prepare the final comprehensive 2016-2026 EMP document, which will incorporate the FMP. The EMP consultant will work closely with the FMP consultant to ensure accurate, timely and sufficient information necessary to complete the overall EMP process. The EMP consultant will prepare a draft and a final planning document that will include, but not be limited to, the following elements:

1. Executive Summary
2. Background
 - a. EMP process
 - i. Timelines
 - ii. Step by step process
 - b. State Rules and guidelines
 - c. Description of the District
 - i. Mission, Vision, Values
 - ii. Description of District Sites
 1. Palmdale Center
 2. Fox Field
 3. Distance Education
 - iii. Opportunities and Challenges
 - iv. Programs
3. Population and Employment Trends
 - a. Local
 - b. County-wide
 - c. K-12
 - d. National
 - e. Global
4. Educational Trends
 - a. Local
 - b. County-wide
 - c. K-12
 - d. National
 - e. Global
 - f. Higher Education Systems
 - g. CSU-UC
 - h. Other Systems
 - i. Private
 - j. Out-of-state
5. Enrollment Trends
 - a. Demographic Data
 - b. Concurrent Enrollment
 - c. Past Trends



- d. Adult Population Projections
- e. Participation Rates
- f. Student Free Flow
- g. Projected Enrollments
6. Institutional Identity and Direction
7. Analysis of Individual Academic and Academic Support Programs
 - a. Program Description
 - b. Program Review
 - c. Future Development
 - d. Role of Technology
 - e. Projected WSCH
 - i. Lecture Space
 - ii. Laboratory Space
 - f. Facility (ASF) Requirement
8. Linkages between ASF and FMP
 - a. Converting WSCH to ASF
 - b. Midterm and Long-term Information

3. PROPOSED SCHEDULE

Phase 1 - October 2015 through November 2015

Collaborate with FMP Consultant and meet with Dean of Institutional Effectiveness, Strategic Planning Council and key District leaders in verifying project scope of work, process, schedule and communications plan, data collection, vision sessions and assessment.

Phase 2 - November 2015 through January 2016

Collaborate and coordinate with FMP Consultant on linkages between EMP and FMP; develop ten (10) year forecast to establish EMP District goals; and collaborate with Strategic Planning Council and other writers in first draft of EMP.

Phase 3 - December 2015 through March 2016

Review first draft of District's EMP with key District faculty and staff to verify and redefine projects with Strategic Planning Council to support established EMP requirements; develop and define EMP project recommendations and compile feedback to facilitate development of final draft; and develop and define new EMP scopes of work to support established EMP in alignment with FMP requirements.

Phase 4 - March 2016 through April 2016

Develop a final draft of EMP to distribute to District groups; prepare and facilitate distribution and presentations of final EMP.

Phase 5 - May 2016 through June 2016

Present final draft of EMP deliverables to the District's Executive Council for final comments and revisions; present EMP for Board of Trustees approval at June 13, 2016 Board of Trustees meeting.



SECTION 3 – PROPOSAL REQUIREMENTS

I. Proposal Format and Content

The emphasis of the proposal should be on responding to the requirements set forth in the Request for Proposal. Therefore, the proposal should be organized and indexed in the format listed below and include a detailed description of the approach and methodology proposed for the services to be provided with all necessary information for the District to effectively evaluate the proposal. Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP.

All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed nonresponsive and may be rejected on that basis.

- II. Letter of Transmittal Format** - The individual who is authorized to bind the Educational Master Planning (EMP) firm contractually, must sign the cover letter, which must accompany the Offeror'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 Offeror's firm. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement that the Offeror acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must also contain the following:

1. The Offeror's name, address, e-mail, telephone, and facsimile number.
2. The name, title or position, and telephone number of the individual signing the cover letter.
3. A statement indicating the signer is authorized to bind the Offeror contractually.
4. 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.
5. A statement to the effect that the proposal is a firm and irrevocable offer, good for 90 days.
6. A statement expressing the Offeror's willingness to perform the services as described in this RFP.
7. A statement indicating that all forms, certificates and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
8. A statement expressing the Offeror's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFP.

- III. Table of Contents** - Include a detailed table of contents for all sections of the submittal.

IV. Profile and Overview of Offeror:

1. Introduction/General Overview. Describe the philosophy of Offeror/firm and areas in which consultant/firm excel. Describe what is unique about the Offeror/firm as it relates to this specific project.
2. Process/Approach. The EMP consultant will work closely with the FMP consultant to ensure accurate, timely and sufficient information necessary to complete the overall EMP process. Accordingly, please respond to the following questions:
 - a. Describe specific techniques to be employed. Outline anticipated work plan and schedule. Describe how Offeror will work with the District's leadership, faculty, and staff to manage and conduct the planning process and keep the project on schedule to **present results to the Board of Trustees at the June 2016 board meeting.** The



proposal should specifically address how the team would balance the reality of deadlines with the District's deeply embedded tradition of collegial governance and deliberative processes. Each Offeror should be prepared to illustrate examples of data they have collected and how they used this data appropriately to direct the future growth of a college. In addition:

- i. List the qualitative and quantitative data elements that will be used in deriving the EMP. Specifically, what will Offeror need in order to create a data-driven, EMP?
 - ii. How will Offeror work with the FMP consultant to ensure he/she has the information needed in order to be successful? Also, how will Offeror ensure that the information provided to the FMP Consultant will be accurate, timely and sufficient?
 - iii. List any additional components of the EMP that will not be provided and that Offeror expects from the FMP Consultant.
3. Statement of Qualifications/Team Description and Relevant Professional Experience. Provide names and the educational and professional backgrounds of each team member, including sub-consultants, if applicable. Describe experience of each team member relative to college/campus long-range and master planning and the proposed role for each team member.
4. Project Experience. List projects in chronological order in which Offeror and sub-consultants were involved. Indicate whether project was done by firm or by Offeror when employed in another firm.
5. Participation. What strategies will be used to assure appropriate participation from the District's constituencies?
6. Illustrative Materials. Provide illustrative materials and pertinent examples of EMP materials that illustrate long-range and master planning work of the consultant in connection with California Community Colleges.
7. Client Relationships and References. Provide names, addresses, telephone numbers, and email addresses of at least four clients who can evaluate work that has been completed by the consultant(s)/firm in the past five years.
8. Completion Timeline. Time is of the essence in this project, propose a timeline using not only the proposed timeline set forth in Section 2, but also include a detailed schedule of activities and benchmarks for completing the scope of the EMP.

V. **Addenda**

The effect of all addenda to the RFP documents shall be considered in the proposal, and said addenda shall be made part of the RFP documents and shall be returned with them. Before submitting a proposal each Offeror shall ascertain whether or not any addenda have been issued. Failure to include any such addenda in Offeror's proposal may render the proposal invalid and result in its rejection. **Offerors are primarily and ultimately responsible for ensuring that they have received any and all Addenda.** To this end, each Offeror should access Purchasing's website at:



<http://www.avc.edu/administration/busserv/RFPbiddocs> to verify that he/she has received all Addenda issued, if any.

VI. Non-Collusion Affidavit

Affidavits are required to be completed by the Offeror declaring that its proposal is in all respects, fair and without collusion or fraud. Offeror shall sign the form included as part of its sealed proposal.

VII. Certification Regarding Worker's Compensation

In accordance with the provisions of California Labor Code Section 3700, Offeror shall secure the payment of compensation to its employees. Offeror shall sign the form included as part of its sealed proposal.

VIII. Selection Criteria

Offerors are encouraged to review all prices prior to proposal submittal, as withdrawal or correction may not be permitted after the proposal has been opened. Prices quoted shall include any and all miscellaneous fees and costs. The cost for developing the proposal is the sole responsibility of the Offeror. All proposals submitted become the property of the District. Should Offeror not quote on a particular item, please enter "No Quote" next to each item not quoted on.

Be advised that all information contained in proposals submitted in response to this solicitation are public records subject to the California Public Records Act (Government Code Section 6250 et seq.). If a request to release a portion of the proposal marked confidential or proprietary is made under the California Public Records Act, the District will notify the Offeror of this request, but will not defend the Offeror's rights to privacy. The District will not consider Offeror's submitted prices as confidential or proprietary material.

The District reserves the right to reject any or all proposals, either separately or as a whole, any item or items, to waive informalities, technical defects and minor irregularities in proposals received. Should the District elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The District reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90 day period.

IX. Request for Clarification/Information (RFC/RFI)

Questions regarding the meaning of the Scope of Work, Technical Requirements, or other pre-proposal documents shall be directed to Mina Hernandez, Purchasing Manager at mihernandez@avc.edu. To be given consideration, request(s) must be in writing and received by the date listed on the RFP Events Schedule for "Last Day for Offerors to submit questions". Any and all such interpretations and any supplemental instructions will be posted on the District's Purchasing website at: <http://www.avc.edu/administration/busserv/RFPbiddocs> no later than the date fixed as "Last Day for District to Respond to Questions". All addenda so issued shall become part of the contract documents. **Under no circumstances may the Offeror contact faculty, staff, administrators, members of the evaluation team, the using departments/divisions, or members of the Board of Trustees regarding this RFP. If a prior relationship exists between Offeror and District, Offeror may only discuss matters for which the Offeror is contracted. The District may reject Offeror's proposal based upon failure to comply with this provision.**



X. Award of Contract

The District reserves the right to award one or more contracts on the proposals submitted, either by award of all items to one Offeror or by award of separate items or groups of items to various Offerors as the interests of the District may require, unless the Offeror clearly specifies otherwise in his/her proposal. This RFP does not commit the District to award a contract to any Offeror.

Upon acceptance of a proposal by the District, the District and Offeror will negotiate and finalize the Professional Services Agreement (see Appendix 3). If contract negotiations are unsuccessful, the District may commence negotiations with the second highest responsive, responsible bidder and so on until an agreement is complete or the District rejects all proposals.

XI. Protest Against Award

Any Offeror wishing to file a protest against this RFP document or a selected proposal must do so in writing within 72 hours after proposals are reviewed. All protests will be taken under advisement. Any protest received after that will not be recognized. A protest of any Offeror's proposal will be delivered to the Antelope Valley Community College District, Attention: Mina I. Hernandez, Manager, Purchasing, 3041 West Avenue K, Lancaster, CA 93536-5426, by certified mail or by personal delivery during normal working hours.

END OF SECTION



EXHIBIT A – PROPOSAL FORM AND PROJECT FEES

A. Billable Hours: Please indicate the title of each team member to be assigned to this project, along with the billable hourly rate and estimated total hours required to fulfill their duties. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Extended Cost
	\$		\$

B. Billable Costs: Please indicate your billable costs for the following project functions. If these costs are included in your billable rates above, please mark “included”.

Travel: Transportation _____
Mileage _____
Lodging _____
Subsistence _____
Other _____ (include description)

Communication: Phone/Fax _____
Mail/UPS _____
Other _____ (include description)

Production: CAD/Plotting _____
Shipping _____
Copy/Printing _____
Equipment Rental _____
Subcontracted Services _____
Agency Review _____
Other _____ (include description)

C. Other Costs: Please indicate below any costs not specified above, and list any applicable reimbursable and their respective unit costs: _____

TOTAL PROPOSAL FEE NOT TO EXCEED: \$ _____, including all billable hours and costs referenced above in Sections A, B & C).

In submitting this Proposal, the Offeror acknowledges that it has reviewed the RFP, understands the nature and scope of obligations to be performed by the Offeror if awarded the contract, and confirms that it has the capacity and capability to fully and timely perform obligations under the contract and RFP.



TIME IS OF THE ESSENCE. Therefore, if notified that Offeror will be recommended for Board approval, Offeror will execute and deliver to the District the Professional Services Agreement (Appendix 3) by the date outlined in the Project Specific Dates.

Offeror further acknowledges and understands that its identification, modification or objection to any existing term, condition or provision in the Agreement shall not result in an automatic modification of the Agreement. The District will not, however, consider or negotiate the modification of any term or condition not identified in Offeror's RFP. Any Offeror whose RFP response does not identify modifications to terms or conditions of the attached Agreement will be deemed to have agreed to all terms and conditions set forth therein.

Signature of Offeror's Authorized Representative

Date

Printed Name

Name of Offeror (Firm)

Title

Address

Email address

City, State, Zip

Phone Number

Fax Number



EXHIBIT B – AGREEMENT TO TERMS AND CONDITIONS

Each Offeror must state below whether it accepts the attached Professional Services Agreement and its attachments (“Agreement”). Any exceptions must be included, if at all, with Offeror’s proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Offeror’s proposal or disqualification.

Initial the Appropriate Choice, below:

_____ Offeror **accepts** the form of Agreement **without exception**.

O R

_____ Offeror proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Offeror 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.

Signature of Offeror’s Authorized Representative

Date

Printed Name

Name of Offeror (Company)

Title

Address

Email address

City, State, Zip

Phone Number

Fax Number



EXHIBIT C – REFERENCES

Offeror must be able to present evidence of satisfactory experience in providing EMP consulting services as specified herein. The District is particularly interested in evaluation references of 2-year public community colleges similar to size and budget to Antelope Valley Community College District. List additional references for educational or governmental entities who may be contacted for an assessment of past client satisfaction

REFERENCE #1

NAME OF ENTITY	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT PERSON	
EMAIL	
# OF YEARS USING YOUR ENTITY'S SERVICES:	

REFERENCE #2

NAME OF ENTITY	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT PERSON	
EMAIL	
# OF YEARS USING YOUR ENTITY'S SERVICES:	

REFERENCE #3

NAME OF ENTITY	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT PERSON	
EMAIL	
# OF YEARS USING YOUR ENTITY'S SERVICES:	



EXHIBIT D – ADDENDA ACKNOWLEDGMENT

Changes or corrections 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: _____



EXHIBIT E – BUSINESS PROFILE

All Offerors shall submit the information as requested below.

Legal name of firm (include DBA if relevant): _____

Type of Firm: Corporation: _____ Proprietorship: _____ Partnership: _____ Joint Venture: _____

Other (please describe): _____

Business License Number: _____

Number of years in business under firm name: _____

Names and titles of firm's officers and managing employees as related to this proposal, RFP & Agreement:

Total number of employees: _____ Full time: _____ Part time: _____

Has the firm changed its name within the past 3 years? YES NO If yes, provide former name(s):

Have there been any recent (within the past 3 years) changes in control/ownership of the firm? YES
NO If yes, explain: _____

Have officers or principals of the firm ever had their business license suspended or revoked for any reason? YES NO If yes, explain: _____

List any legal actions pending against the firm or members of the team: _____

List any current unresolved disputes/allegations against the firm or team member: _____

Please indicate your Federal Tax Number: _____

Payee and remittance address that will appear on invoices:

Address: _____



APPENDIX 1 – NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL)

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Offeror, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Offeror, 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 proposal are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her proposal 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, Offeror, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

Name of Offeror: _____

Signature of Authorized Agent/Officer

Date



APPENDIX 2 – CERTIFICATION REGARDING WORKERS’ COMPENSATION

CA 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:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require 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 the work of this contract.

Name of Offeror: _____

Signature of Authorized Agent/Officer

Date

(In accordance with CA Labor Code, Article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)



APPENDIX 3 – PROFESSIONAL SERVICES AGREEMENT

(SAMPLE ONLY)

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

WHEREAS, District is in need of such special services and advice; 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 RFP-2015-2016-02, Educational Master Plan Consultant and its proposal response, and in accordance with the terms and conditions in this Agreement. The services listed in this Agreement 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. Contractor will commence work under this Agreement on _____ and will diligently prosecute the work thereafter. Contractor will complete the work no later than _____.

3. Fees and Reimbursements. Contractor will receive compensation in an amount not to exceed its Proposal Fee proposal response for RFP2015-2016-02. Contractor requests for payment to be sent (Please check one): _____ monthly _____ 50% at inception/50% at end of project _____ 100% at end of project

Services shall be billed to “Antelope Valley Community College District” and become payable after satisfactory completion of services and upon presentation of detailed invoice(s) specifying services being provided. All invoices must be reviewed and approved by the assigned District Point of Contact(s) prior to payment being made to Contractor. Contractor will submit invoices with original receipts to:

Antelope Valley College District
ATTN: Accounts Payable
3041 West Avenue K
Lancaster, CA 93536



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 any and 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 completed herein 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. 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.

9. Termination. District may terminate this Agreement for its convenience at any time by written notification to Contractor ten (10) 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.

10. 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 and all 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 Contactor 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.

11. Limitation of Liability. The District's financial obligations under this Agreement are limited to the payment of the compensation provided in this Agreement, RFP 2015-2016-02, and Contractor's RFP proposal. 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.

12. Indemnity. Contractor shall indemnify, defend, and hold the District, its Board of Trustees, officers, agents, employees, and volunteers harmless against any and all 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.

13. 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 and all 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. Automobile Liability. \$1,000,000 per accident for bodily injury and property damage applicable to all owned, non-owned, and hired vehicles.
- c. Workers' Compensation. Statutory limits required by the State of California.
- d. 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.
- e. 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.
- f. 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.
- g. 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 the District with 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.

14. 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.

15. 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.

16. 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, medical condition, genetic information, sex, gender, gender identity or expression, or sexual orientation or any other category protected by law, including but not limited to, the California Fair Employment and Housing Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all hired subcontractors.

17. 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.

18. 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.



19. 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>.

20. 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.

21. 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.

22. 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
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.

23. 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.



24. 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.

25. 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

26. 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.

27. 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.

28. 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.

29. 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.



30. 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.

31. Entire Agreement. The Agreement, all attachments, RFP2015-2016-02 and Contractor’s proposal in response to RFP2015-2016-02, 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.

32. 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.

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: _____