

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 PROPOSAL FOR CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CONSULTING SERVICES RFP No. AVC2017/2018-7

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 December 5, 2017 (12/5/2017) sealed submittals for California Environmental Quality Act (CEQA) Consulting Services RFP No. AVC2017/2018-7. Such submittals must be submitted in the format specified in the RFP (Request for Proposal), 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 Dawn McIntosh at <u>purchasing@avc.edu</u>.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Dawn McIntosh Director, Purchasing and Contract Services

Publication Dates: 1st: 11/17/2017 2nd: 11/24/2017



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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"):

California Environmental Quality Act (CEQA) Consulting Services RFP # AVC2017-2018-7

Sealed Proposals must be received by, but **no later than 11:00 A.M. (PST), December 5, 2017**. Any changes to this RPF 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** <u>AND</u> **(4) 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:

Hand-delivered to:	U.S. Postal Service, UPS, FedEx, or other common
Antelope Valley Community College District	carrier delivered to:
Attention:	Antelope Valley Community College District
Purchasing & Contract Services Department	Attention:
3041 West Avenue K, Adm. Building Room 154	Purchasing & Contract Services Department
Lancaster, CA 93536-5426	3041 West Avenue K, Adm. Building Room 154
	Lancaster, CA 93536-5426

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 <u>purchasing@avc.edu</u>.



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. 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 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. To learn more, please visit the District's website at http://www.avc.edu/.

PURPOSE OF RFP

The Antelope Valley Community College District (District), Office of Facilities Services, on behalf of the Board of Trustees is seeking to identify Environmental Consultants that will provide the District with the services necessary to assure that the adoption and implementation of the AVCCD 2016 Facilities Master Plan complies with the requirements of the California Environmental Quality Act (CEQA).

The District is engaged in the implementation of the AVCCD 2016 Facilities Master Plan involving ongoing new construction and major modernization projects, site development and planning, growth projects and area-wide planning associated with the recent passage of a local bond issue. Using Measure AV funds, the District will be renovating, modernizing, and constructing facilities over an approximately ten-year period at Antelope Valley College, located at 3041 West Avenue K, Lancaster, CA. 93536.

The Facilities Master Plan for Antelope Valley College has been completed and adopted by the Antelope Valley Community College District Board of Trustees. The District expects to start construction of major projects for this building program within the next two years. It is anticipated that the District will act as the "lead Agency" for appropriate CEQA clearance and certifications, and it is important that all environmental issues be assessed, and if necessary, addressed in an appropriate Environmental Impact Report or other document.

RFP ACTIVITY	DATE & TIME (PST)*	
Bid Advertisement Dates	<mark>1st: 11/17/2017</mark>	
	<mark>2nd: 11/24/2017</mark>	
Last Day for Bidders to submit questions	11/27/2017 before 5:30 p.m.	
Last day for District to Respond to questions 11/30/2017 before 5:30 p.m.		
DEADLINE FOR RFP SUBMISSIONS	12/5/2017 11:00 a.m.	
Public Opening of RFP	<mark>12/5/2017</mark>	
<mark>3041 W. Avenue K, Adm. Room A140</mark>	<mark>at 11:30 a.m.</mark>	

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:



Lancaster, CA 93536	
Interviews (optional)	To be Determined
Anticipated Board Approval	1/8/2018
*~	and the second

*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 Proposals 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 <u>not</u> limited to, a consideration of the following criteria:

Contract awards will be based on cost factors and the District's subjective determination of the various Consultant's ability to carry out the CEQA Consulting Services in a timely and competent manner, which evaluation will take into consideration the District's previous experience with the Consultants and an evaluation of objective and subjective factors garnered by the District by way of its analysis of: (a) the Consultants' past performance on other projects, (b) information set forth in the Consultants' Proposal, and/or (c) additional information or materials that may hereafter be requested of the Consultants or otherwise obtained by the District. Other factors utilized by the District in evaluation responsive Proposals will include, but shall not be limited to, the following:

- a. Clarity, quality, conciseness, and completeness of the Proposals including all required documents.
- b. Qualifications, experience, past performance, reliability, responsibility and integrity of the Consultant and its personnel, especially relating to public works and community college projects in the State of California.
- c. Knowledge of applicable laws and requirements for public works projects in general and community college projects in particular.
- d. Responses/recommendations from Consultant's references.
- e. Availability of qualified and experienced personnel.
- f. Ability to provide required insurance coverage.
- g. Proposed Budget.
- h. Consultant's cost control/cost management procedures and policies, including scheduling and time management policies that facilitate cost control goals.
- Consultant's project management and coordination of policies and methodologies and objective and subjective feedback from prior clients as to Consultant's ability to handle and respond to emergencies, delays and other special circumstances and situations.

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

<u>Contract Award</u>: 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 D 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.

<u>Conflict of Interest/Restrictions on Lobbying and Contacts</u>: 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 reserves the right to request additional information from any or all consultants submitting a Proposal to assist it in its evaluation process. 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 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.

<u>Errors/Discrepancies/Clarification/Information of RFP:</u> Any errors, discrepancies, clarification or questions regarding information contained in this RFP should be immediately directed and submitted in writing to Dawn McIntosh, Director - Purchasing and Contract Services <u>purchasing@avc.edu</u>. 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. <u>Resolution of Bid Controversy:</u> 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. <u>Appeal</u>: 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. <u>Appeal Review</u>: 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. <u>Reservation of Rights to Proceed with Project Pending Appeal</u>. 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.

e. <u>Finality</u>. 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

Consultants submitting Proposals in response to this RFP must be objectively qualified to provide the CEQA Consulting Services described in this RFP # AVC2017-2018-7. At a minimum, all Consultants responding to the RFP must have or must employ personnel to be assigned to this project with a minimum of five (5) years of experience in providing the specific CEQA Consulting Services articulated in this RFP. Each Respondent must be prepared to provide turnkey CEQA Consulting Services in a timely manner that will enable the District to meet critical deadlines and schedules related to the current building program.

Task Description.

The CEQA Consulting Services to be provided pursuant to this RFP for the Program shall include, without limitation, all of the tasks described below:

- a. Review of all existing CEQA related documents.
- b. Preparation of all required CEQA documentation in accordance for the AVCCD 2016 Facilities Master Plan, including, but not limited to: Notices, Initial Studies, Notices of Exemption, Negative Declarations, Mitigated Negative Declarations, Notices of Preparation, Supplemental Environmental Impact Reports (SEIR), Notices of Completion, Responses to Comments, Mitigation monitoring Plans, Final Supplemental Environmental Impact Reports, Findings of Fact, and Statements of Overriding Considerations.
- c. Consultation with the public in scoping sessions and with responsible and other agencies, if required.
- d. Coordination and attendance at public hearings, if required.
- b. Presentation of Executive Summary of SEIR's at public hearings, if required.
- c. Supervision of specialists in traffic, biology, and other areas as appropriate.
- d. Appropriate review of alternative projects and sites.
- Advice on CEQA procedure and substantive issues, including feasibility of specific mitigation measures.
- f. Assembly and preparation of appropriate responses to comments.
- g. Supervision of any Sub-Contractors hired by firm submitting this proposal.

All work to be performed under any awarded contract must conform to CEQA, the CEQA guidelines, and all other applicable statutes, laws and all governmental agencies with jurisdiction over the District. Bidder ultimately selected to perform the CEQA Services for the District shall be responsible for:

- a. Obtaining all permits and approvals required to carry out such services.
- Coordinating all of its activities with the relevant property owners and their tenants and neighbors, the District, and all other entities having jurisdiction or likely to be affected by Bidders activities.

Include a description of Bidder's cost control/cost management procedures and policies, including scheduling and time management policies that facilitate cost control goals.



Include a description of Bidder's project management and coordination policies and methodologies, especially any policies that are indicative of Bidder's ability to handle and respond to emergencies, delays and other special circumstances and situations.

Contractor Personnel Requirements.

The Proposal shall also provide a list of and a resume for all of the Bidder's personnel (other than support staff) who will be involved in carrying out the CEQA Consulting Services contemplated by this RFP. The Proposal shall list the relevant training, experience, and present office location of all such personnel and indicate what aspect of the CEQA Consulting Services each person is likely to perform.

Attachments.

- Attachment 1 Sample Professional Services Agreement
- Attachment 2 Antelope Valley Community College District (AVCCD) 2016 Facilities Master Plan, Campus Phasing Plan

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. <u>An unsigned cover letter shall cause the Proposal to be rejected.</u> 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) 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. Submission of Bidder's Information

- a) Provide the name, office location, and a brief resume of any individual(s) who will be available, knowledgeable, and regularly attentive to the District. The location and listing of resources of the local office (e.g., number of partners, associates, clerical staff, etc.), and the distance from this office to the District.
- b) Professional memberships, certifications, licenses, and other qualifications for key individuals assigned to the District
- c) Bidder's experience and qualifications for similar types of engagements; this summary must include Bidder's experience in each of the areas of specialty listed herein for which the Bidder is submitting a Proposal.
- IV. Relevant Project Experience



- a) Provide an appropriately detailed description of projects that Bidder has worked on within the last three (3) years which demonstrated Bidder's relevant CEQA experience and successes regarding public works in general and community college projects in particular. Each project description should include the date(s) that the relevant CEQA work was performed as well as the name, title, address and telephone number of a contact person who can be contacted for verification of information provided by Bidder.
- b) Include a schedule of all District contracts held within the last five (5) years, including with respect to each project, the project name and the property address, the contract amount and the Bidder's contact person at the District on said project.
- V. Rate/Fee Schedule(s)
 - a) Set forth a proposed budget ("Budget") and a "not to exceed" dollar amount for the CEQA Consulting Services to be performed pursuant to this RFP. Bidder's Budget shall be a detailed document identifying the specific types of professionals and staff that shall perform each category of work, and the billing rate for each such professional or staff person, which shall be keyed to a Rate Schedule that shall be submitted as part of the Proposal.
 - b) Bidder shall include other necessary costs and expenses, for example, communications, postage, transportation, photos, per diem expenses, equipment rentals, and other administrative expenses. Any and all administrative overhead and/or similar costs and expenses must be incorporated into the hourly rate for each job classification and shall not be separately passed through or otherwise charged to the District. Payment shall be keyed to the Budget as agreed upon by the parties and shall be progressive based on submission of monthly invoices.
 - c) Bidder shall indicate how Bidder's fees are charged.
- VI. Certificate of Non-Discrimination (Exhibit A): 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.
- VII. Non-Collusion Affidavit (Exhibit B): Bidders shall submit the Non-Collusion Declaration with its Proposal. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.
- VIII. References Form (Exhibit C): A minimum of four (4) verifiable references preferably from a California public or private educational institution and/or California public agency, within the last 5 years, shall be listed on the "References" sheet provided in this RFP. 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.
- **IX.** Agreement to Terms and Conditions (Exhibit D): 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.

- X. Addenda Acknowledgement (Exhibit E): 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.
- XI. Subcontractors List (Exhibit F): Include a list of subcontractors, if any, which are likely to be used by the Bidder in carrying out any work that may hereafter be awarded to the Bidder by the District.

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
SUBMISSION OF BIDDER'S INFORMATION
RELEVANT PROJECT EXPERIENCE
RATE/FEE SCHEDULE
EXHIBIT A – Certification of Non-Discrimination
EXHIBIT B – Non-Collusion Affidavit
EXHIBIT C - References
EXHIBIT D – Agreement to Terms and Conditions
EXHIBIT E – Addenda Acknowledgement
EXHIBIT F – Subcontractors List
ADDITIONAL MATERIALS (OPTIONAL)



EXHIBIT A- CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

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)	
ВҮ		
	(Signature)	
Name		
	(Type or print)	
Title		



EXHIBIT B - NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

______, 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 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)
ВҮ	
	(Signature)
Name	
	(Type or print)
Title	



EXHIBIT C - REFERENCES

Bidder shall provide a minimum of four (4) verifiable references preferably from a California public or private educational institution and/or California public agency, within the last 5 years				
	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				

(CONTINUED ON NEXT PAGE)



REFERENCE #4		
NAME		
ADDRESS		
CITY, STATE, ZIP CODE		
TELEPHONE #		
CONTACT		
DATES OF SERVICE		
APPROX. FTES		

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)



EXHIBIT D – 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.

O R

_____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)	
ВҮ		
	(Signature)	
Name		
	(Type or print)	
Title		



EXHIBIT E – 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:



EXHIBIT F – SUBCONTRACTORS LIST

Name of Contractor: _____

Authorized Signature: _____

Check box if not applicable: \Box

Licensed Name of Subcontractor	Subcontractor Office, Mill or Shop Address	Sub-contractor Trade or Portion of Work	Subcontractor Contractors' License No (if applicable)

Attach additional page(s) as required



ATTACHMENT 1 - AGREEMENT



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, the District advertised a formal bid, RFP No. AVC2017/2018-7 for California Environmental Quality Act (CEQA) Consulting Services ("RFP"); and

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

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

- 1. Scope of Service. Contractor shall perform the agreed-upon services as defined by the RFP, and in accordance with the terms and conditions in this Agreement. The services listed in this Agreement and in Attachment 1 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 be for Eighteen (18) months commencing from the date the Agreement is executed. Thereafter, the parties may extend the term of the Agreement for an additional one (1) year at the District's discretion and after services have been evaluated. The District reserves the right to cancel or change the term of the Agreement with a 30-day written notification.
- 3. Fees and Reimbursements. Contractor will receive compensation in an amount not to exceed Dollars (\$______) for Services performed. District will pay Contractor all amounts owed within 30 days of receipt of Contractor's undisputed billing invoice. The District retains the right to increase or decrease the Services, deliverables, or amount of work as it deems appropriate and at its sole discretion.
- 4. Licenses and Permits. Contractor and all of the Contractor's employees or agents will secure and maintain in force all licenses and permits as are required by law, in connection with the performance of the Services or the furnishing of materials, articles or deliverables listed in this Agreement. All operations and materials shall be in accordance with the law.
- 5. Taxes. Contractor will fully complete the Internal Revenue Service W-9 form or other required reporting form. Contractor acknowledges and agrees that it is the Contractor's sole responsibility to make the requisite tax filings and payment to the appropriate federal, state or local tax authorities. The District will not withhold any part of the Contractor's compensation for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation. Contractor agrees to indemnify, defend, and hold the District harmless from any tax consequences.



- 6. Expenses and Equipment. Contractor is solely and fully responsible for all costs and expenses incident to the performance of the Services by Contractor, including 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 thirty (30) 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 and Attachment 1. 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. <u>Professional Liability Insurance</u>: Minimum limits of \$1,000,000 per occurrence covering damages from any and all errors and omissions by Consultant in connection with the CEQA Services to be performed by Consultant with respect to the Program.
 - b. <u>Subcontractors' Insurance</u>: If the Consultant subcontracts any portion of the CEQA Services, then (unless otherwise agreed to in writing by the District) the Consultant shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in this Section 13, in amounts which are appropriate with respect to that subcontractor's part of the CEQA Services, which shall in no event (unless otherwise agreed to in writing by the District) be less than \$1,000,000 Million Dollars per occurrence. Nothing herein shall be deemed to permit the Consultant to subcontract any of its services hereunder without the prior written consent of the District, which may be withheld, conditioned or denied in the District's sole and absolute discretion.
 - c. <u>Workers' Compensation</u>. In accordance with all requirements of the California Labor Code and adequate in coverage to protect any person, firm, or corporation employed directly or indirectly in connection with Consultant's performance of the CEQA Services from claims under the Workers' Compensation Act.
 - d. <u>Primary Insurance</u>. Any insurance or self-insurance maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
 - e. <u>Waiver of Subrogation</u>. 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. <u>Additional Insured</u>. 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. <u>Certificate of Insurance</u>. 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 Sections 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 Unites States mail, registered or certified mail, postage prepaid, return receipt requested, or sent by overnight delivery services, or facsimile transmission, addressed as follows:

<u>For District:</u> Antelope Valley Community College District Attention: Director, Purchasing and Contract 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.

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**. This Agreement, Attachment 1 and its attachments, 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:	Name:
Title:	Title:
Date:	Date:



ATTACHMENT 1 (Of Professional Services Agreement)

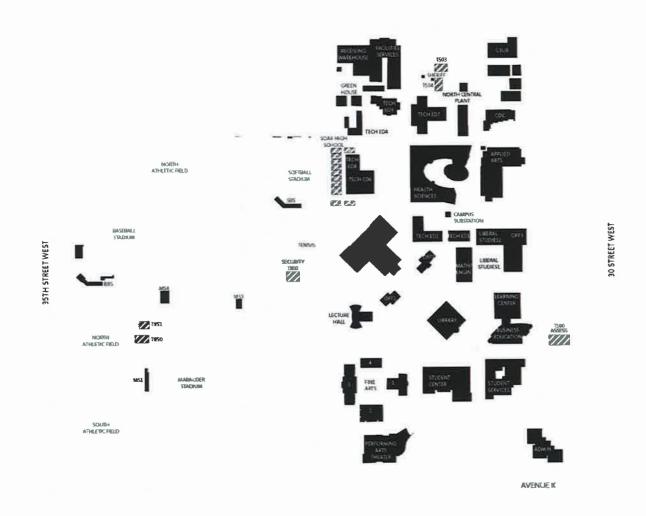
CONTRACTOR'S PROPOSAL TO RFP AVC2017/2018-7

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ATTACHMENT 2 - AVCCD 2016 FACILITIES MASTER PLAN, CAMPUS PHASING PLAN

EXISTING CAMPUS PLAN



phased development

The FMP recommendations for AVC present an overall picture of the future developed campus and includes recommendations for renovation, replacement of facilities, and campuswide site improvements.

While drawings in the plan appear specific, the forms are conceptual sketches that highlight the location and purpose of improvements. The final design of each site and facility project will take place as projects are funded and detailed programming and design occurs.

RECOMMENDATIONS

phased development

phase 1:

PHASE 1A:

Build:

- Swing space area (by the existing T100 bldg) Swing Space area (by Fine Arts)
 - Swing Space area (by CSUB)
 - New Tennis Courts
- Campus Security Building

PHASE 1B:

Vacate and Remove:

- Lecture Hall (LH)
- Office 1 (OF1)
 Liberal Studies (LS1, LS2)
 - Office 3 (0F3)
- Security (T800)
 - Tennis Courts

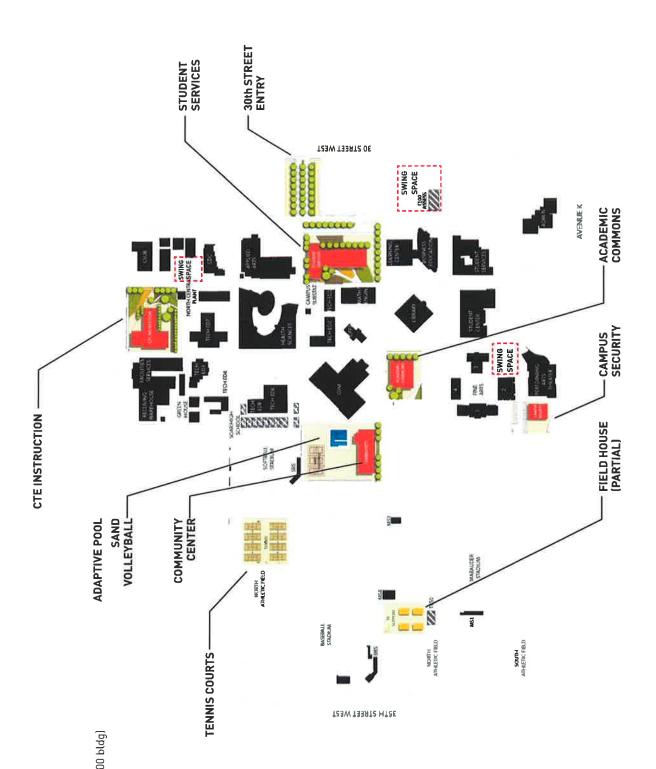
Vacate and Relocate:

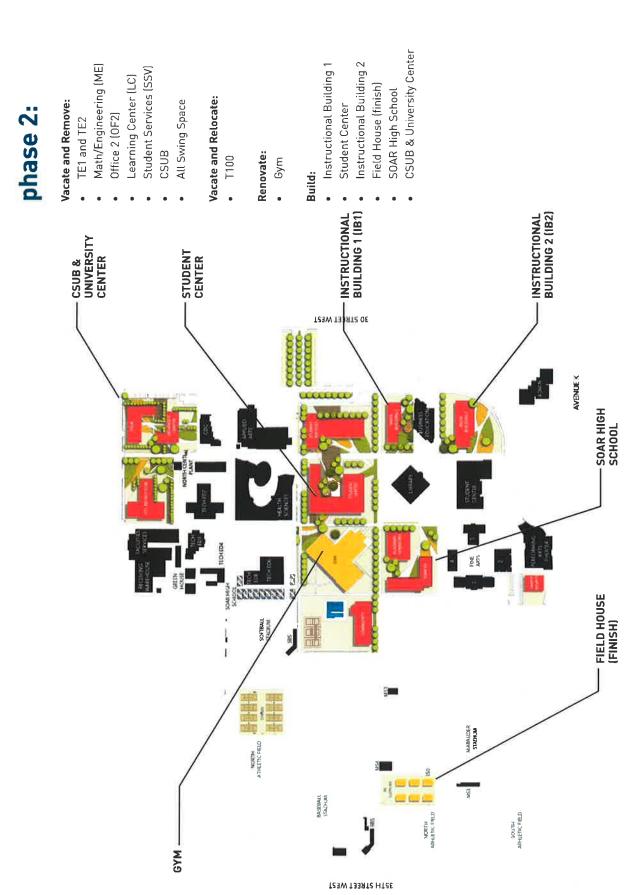
- T503 and T504
- T850 and T851

Build:

- CTE Instruction
- 30th Street Entry
 Student Services
- Academic Commons
 - Community Center
- Adaptive PE Pool + Sand Volleyball
- Field House (partial)









ANTELOPE VALLEY COLLEGE | Gensler 91

phased development

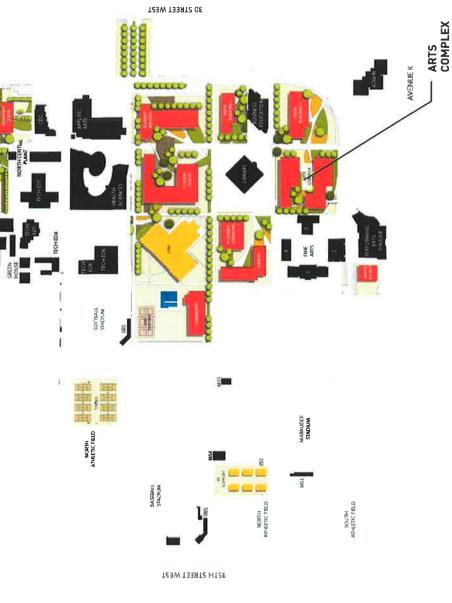
phase 3:

Vacate and Remove:

- Student Center to New Student Center
- SOAR High School to New SOAR High School

Buitd:

Arts Complex





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