



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 PROPOSALS DENTAL SERVICES RFP No. AVC2017/2018-10

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 January 9, 2018** sealed submittals for **DENTAL SERVICES - RFP # AVC2017/2018-10**. Such submittals must be submitted in the format specified in the RFP, and received by the Purchasing Department, 3041 West Avenue K, Adm. Bldg., Room #154, Lancaster, CA 93536-5426. All documents and any addenda or notices related to this solicitation will be posted by the District on the Purchasing website at: <https://www.avc.edu/administration/busserv/rfpbiddocs>.

Each submittal must conform and be responsive to this invitation. The District reserves the right to reject any and all proposals, or parts of any proposals, and to waive any irregularities or informalities in any proposal. All inquiries must be submitted in writing by **5:30 p.m. (PST) on January 2, 2018** to Dawn McIntosh at dmcintosh1@avc.edu.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

Dawn K. McIntosh
Director, Procurement and Contract Services

Publication Dates:
1st: 12/22/2017
2nd: 12/29/2017

Table of Contents

NOTICE TO BIDDERS.....	3
INTRODUCTION AND GENERAL OVERVIEW.....	5
SCOPE OF WORK AND TECHNICAL SPECIFICATIONS.....	9
BIDDER INSTRUCTIONS.....	11
EXHIBIT A - CERTIFICATION OF NON-DISCRIMINATION.....	13
EXHIBIT B - NON-COLLUSION AFFIDAVIT.....	14
EXHIBIT C - REFERENCES.....	15
EXHIBIT D – AGREEMENT TO TERMS AND CONDITIONS.....	16
EXHIBIT E – ADDENDA ACKNOWLEDGMENT.....	17
ATTACHMENT 1 – PROFESSIONAL SERVICES AGREEMENT.....	18
SUBMITTAL CHECKLIST.....	25

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”):

**DENTAL SERVICES
RFP AVC2017/2018-10**

Sealed Proposals must be received by, but **no later than 11:00 A.M. (PST), January 9, 2018**. Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any questions as to changes to the content of this document, the District’s copy shall prevail.

This RFP may be obtained from the District by contacting the District’s Procurement and Contract Services Director whose contact information is noted herein. The RFP is also available online at <https://www.avc.edu/administration/busserv/rfpbiddocs>.

Submittal of Proposals. To facilitate the evaluation process, **one (1) complete electronic version on a flash drive, (1) original AND two (2) additional copies of the Proposals 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 Proposals.

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

<p><u>Hand-delivered to:</u> Antelope Valley Community College District Attention: Dawn K. McIntosh Director, Procurement and Contracts 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>	<p><u>U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:</u> Antelope Valley Community College District Attention: Dawn K. McIntosh Director, Procurement and Contracts 3041 West Avenue K, Adm. Building Room 154 Lancaster, CA 93536-5426</p>
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EMAIL OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

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

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

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 Proposals 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 Proposals. 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 Proposals, which shall remain in effect as stated until at least six (6) months after the due date for Proposals. Proposals shall be signed by an authorized individual or officer submitting the Proposal. If the Bidder is a corporation or limited liability company, the Proposal shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

END OF SECTION

INTRODUCTION AND GENERAL OVERVIEW

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

PURPOSE OF REQUEST FOR PROPOSAL

The District’s Student Health Services Department is seeking Proposals from the local surrounding Antelope Valley dental provider businesses, within Lancaster and Palmdale, to provide dental services to the District’s student population. The selected Bidder shall enter into a contract effective February 13, 2018 through December 31, 2018. Thereafter, the parties may extend the term of the Agreement for two (2) successive one-year periods upon written agreement signed by both parties.

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

RFP ACTIVITY	DATE & TIME (PST)*
Proposal Advertisement Dates	1st: 12/22/2017 2nd: 12/29/2017
Last Day for Bidders to submit questions	01/02/2018 before 5:30 p.m.
Last day for District to Respond to questions	01/04/2018 before 5:30 p.m.
DEADLINE FOR RFP SUBMISSIONS	01/09/2018 before 11:00 a.m.
Public Opening of Proposals 3041 W. Avenue K, Adm. Room 141 Lancaster, CA 93536	01/09/2018 at 11:15 a.m.
Interviews (optional)	To be Determined
Anticipated Board Approval	02/12/2018

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

Evaluation of Proposals: The Proposals 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.

- 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 *not* limited to, a consideration of the following criteria:

- a. **Responsiveness.** Responsiveness of the Proposals clearly states the Bidder's services in meeting the requirements of the RFP.
- b. **Experience/Ability.** The extent of the Bidder's previous professional experience working with adult populations on services noted in the Scope of Work.
- c. **Qualifications.** Qualifications of the Bidder, financial and otherwise, to provide the District with prompt, responsive services noted in the Scope of Work, including appropriate support staffing; Bidder resources; demonstrated history of competence, and proof of good-standing, active dental license.
- d. **Availability/Accessibility.** Bidder's place of business within the Antelope Valley (Lancaster and/or Palmdale, California) that is easily accessible by students and hours of operation to accommodate same.
- e. **References.** Information obtained by the District from the Bidder's provided references and other clients.
- f. **Costs.** The Bidder's proposed costs/fees for services provided, including detailed fee schedules for each, and a detailed explanation of billing practices.

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

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

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

Agreement: The form of Agreement, which the successful Bidder will be required to execute, is included in the RFP and should be carefully examined by Bidders. The Agreement will be executed in the following counterparts: the Agreement as shown in the sample herein; the RFP; the subsequent successful Proposal 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 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.

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

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

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

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

Confidential and Proprietary Information: All materials submitted relative to this RFP will be kept confidential until such time as an award is made or the RFP is cancelled. At such time, all materials submitted must be made available to the public. All information contained in Proposals 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.

Errors/Discrepancies/Clarification/Information of RFP: Any errors, discrepancies, clarification or

questions regarding information contained in this RFP should be immediately directed and submitted in writing to Dawn K. McIntosh, Director, Procurement and Contract Services at dmcintosh1@avc.edu. Bidders are encouraged to submit their questions as soon as possible in order to give the District an opportunity to reply in a timely manner. Please see "Project Specific Dates" for specific deadline dates and times.

Proposal Protest Procedure: Any bidder may file a protest. The protest shall be filed in writing with the District's Purchasing and Contract Services Director not more than two (2) business days after the date of the proposal 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.

- (1) **Resolution of Proposal Controversy:** Once the proposal 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 proposal protest will be copied to all parties involved in the protest.
- (2) **Appeal:** If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the District's Executive Director of Business Services, or their designee, within two (2) business days after receipt of the District's written decision on the proposal 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

- (3) **Appeal Review:** The Executive Director of Business Services or his or her designee shall review the decision on the proposal protest from the Purchasing and Contract Services Director 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.
- (4) **Reservation of Rights to Proceed with Project Pending Appeal.** The District reserves the right to proceed to award the Project and commence the work/purchase pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute

written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

- (5) Finality. Failure to comply with this Proposal Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

END OF SECTION

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Introduction and General Information: The mission of the District's Student Health Services Department is to provide health care and education to its students in support of their well-being, so they may attain their educational goals, and to serve as a health and medical resource for the campus community. In promoting wellness, both physical and emotional, students are encouraged to choose positive life-styles. The Student Health Services Department provides medical, dental and mental health services for students who are enrolled and attending classes. As part of the services offered to the District's students, dental cleanings are instrumental in maintaining the health of its students and contributing to students' personal and educational success. The Student Health Services Department aspires to continue to offer this service to our students as part of its student health fee.

Scope of Required Services & Responsibilities: The selected dental provider will provide the following (not limited to):

1. Deliver diagnostic and preventive treatments to the District's currently enrolled students. See "Sample List of Services" on following page.
2. Additional services beyond diagnostic and preventative would be offered to students either through their insurance or on a sliding scale to the students. Bidders must provide a list of services and the costs associated to each service.
3. Schedule appointments for the students and verify their enrollment through a student provided printout of their class schedule. Dental provider shall also provide the time frame limits for appointments. For example: within 5 business days a student will have an appointment.
4. The dental provider will agree to provide a monthly invoice to the District's Student Health Services Department for payment, with used vouchers enclosed to support the invoice.
5. Provide Promotional and educational material for students and other items and participate at District activities that will promote dental health.

Constraints: Must provide office locations within the Antelope Valley (Lancaster and/or Palmdale, California) that is easily accessible by students at Lancaster campus, Palmdale and Fox Field locations, and hours of operation to accommodate same. See website for map of locations:

<https://www.avc.edu/information/map/>

Usage History: During the Summer 2014 to Spring 2015 semesters our students had access to dental services once a week. During these semesters, 243 dental cleanings were provided to our students. During the period 2016 – 2017, 137 students utilized the benefit.

Personnel Requirements: Qualifications of key personnel; proof of California Dental License and License #; proof of malpractice coverage.

Evaluation of Performance: A monthly or bi-monthly meeting will be established between the District's Student Health Services Department and the dental provider. Students will also provide feedback via Feedback Evaluation tools (ex., surveys).

Reporting Requirements and Procedures: Provide the District's Student Health Services Department with aggregate data on items, such as, number of students served and types of issues addressed on a semester basis.

Sample List of Services (not limited to):

CLINICAL ORAL EVALUATIONS	
ADA CODE	DESCRIPTION
D0120	Periodic oral examination
D0140	Limited oral evaluation
D0150	Comprehensive oral evaluation
D0160	Detailed and extensive oral evaluation
D0170	Re-evaluation – limited, problem focused
D0180	Comprehensive periodontal evaluation
RADIOGRAPHS/DIAGNOSTIC IMAGING	
ADA CODE	DESCRIPTION
D0210	Intraoral – complete series (including bitewings)
D0220	Intraoral – periapical first film
D0230	Intraoral – periapical each additional film
D0240	Intraoral – occlusal film
D0270	Bitewing – single film
D0272	Bitewings – two films
D0273	Bitewings – three films
D0274	Bitewings – four films
D0277	Vertical bitewings – 7 to 8 films
D0330	Panoramic film
D0340	Cephalometric film
D0350	Oral/Facial Images
TESTS AND EXAMINATIONS	
ADA CODE	DESCRIPTION
D0460	Pulp vitality tests
D0470	Diagnostic casts
DENTAL PROPHYLAXIS	
ADA CODE	DESCRIPTION
D1110	Prophylaxis – adult
TOPICAL FLOURIDE TREATMENT	
ADA CODE	DESCRIPTION
D1204	Topical application of fluoride – adult
D1206	Topical fluoride varnish; therapeutic application for moderate to high caries risk patients
OTHER PREVENTICE SERVICES	
ADA CODE	DESCRIPTION
D1310	Nutritional Counseling for control of dental disease
D1330	Oral hygiene instructions
D1351	Sealant

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.

SUGGESTED FORMAT

- I. **Letter of Interest:** The individual who is authorized to bind the Bidder's business contractually, must sign the cover letter, which must accompany the Bidder's RFP response. This cover letter must indicate the signer is so authorized and must indicate the title or position that the signer holds in the Bidder's firm. An unsigned cover letter shall cause the Proposal to be rejected. The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP process will become a matter of public record. The letter must also contain the following:
 - a) The Bidder's name, address, e-mail, telephone, and facsimile number.
 - b) The name, title or position, and telephone number of the individual signing the cover letter.
 - c) A statement indicating the signer is authorized to bind the Bidder contractually.
 - d) The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
 - e) A statement to the effect that the Proposal is a firm and irrevocable offer, good for six (6) months.
 - f) A statement expressing the Bidder's willingness to perform the services as described in this RFP.
 - g) A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the Proposal response.
 - h) Provide California Dental License # and that said license is in goodstanding.
 - i) Provide proof of medical malpractice insurance.
 - j) 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 proposal submittal.

- III. **Submission of Bidder's Information**
 - a. Brief History of the Bidder, including a resume(s) or CV(s) of the personnel proposed to be assigned to provide dental services.
 - b. Provide office locations within the Antelope Valley (Lancaster and/or Palmdale, California) that is easily accessible by students at Lancaster campus, Palmdale and Fox Field locations, and hours of operation to accommodate same. Include emergency locations and hours of operation (if applicable).
 - c. Professional memberships, certifications, licenses, and other qualifications for personnel. Include copy of California Dental Board license with license number.

- d. 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. Rate/Fee Schedule(s)

- a. Bidder will include a fee Proposal specifically reflecting the method of determining charges for work performed.
- b. Bidder shall include other necessary costs and expenses.
- c. Bidder shall indicate how Bidder's fees are charged.

V. 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.

VI. Non-Collusion Affidavit (Exhibit B): Bidders shall submit the Non-Collusion Declaration with its Proposal. Proposals submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.

VII. References Form (Exhibit C): A minimum of three (3) verifiable references, preferably from California public agencies, 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.

VIII. 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.

IX. 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.

X. 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 Proposals.

END OF SECTION

EXHIBIT A - CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSALS

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

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

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

BY _____
(Signature)

Name _____
(Type or print)

Title _____

EXHIBIT B - NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSALS

_____, 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, partnership, company, association, organization, or corporation; that the proposal 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 proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, 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 proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal 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 proposal are true; and, further, that the Bidder 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, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

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

BY _____
(Signature)

Name _____
(Type or print)

Title _____

EXHIBIT C - REFERENCES

Bidder shall provide a minimum of three (3) Customer References with three (3) or more years' experience with the Bidder.	
REFERENCE #1	
NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	
REFERENCE #2	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	
REFERENCE #3	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
APPROX. FTES	

(ATTACH ADDITIONAL SHEETS IF REQUIRED OR DESIRED)

EXHIBIT 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**.

OR

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

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

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

BY _____
(Signature)

Name _____
(Type or print)

Title _____

EXHIBIT 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: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

(SAMPLE – RFP NO. AVC2017/2018-10)

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 RFP, No. AVC2017/2018-10 for Dental Services; and

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

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 Attachment 1, 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 begin _____, 2018 and will be completed _____, 2019 unless terminated earlier in accordance with the terms of the agreement. Thereafter, the parties may extend the term of the Agreement for two (2) successive one-year periods upon written agreement signed by both parties. Completion of the Services, including all deliverables as described in Attachment 1, must be made to the satisfaction of the District.
- 3. Fees and Reimbursements.** Contractor will receive compensation in an amount not to exceed the hourly or project rates shown in Attachment 1 for Services performed. District will pay Contractor amounts owed within 30 days of receipt of Contractor’s undisputed billing invoice, which must include student voucher assigned by the District. 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 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 Contractor consents to the use of Contractor's name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium.
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. 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:

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

For Contractor:

Contact information as referenced in Attachment 1

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

- 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 other 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: _____
 Title: _____
 Date: _____

 Name: _____
 Title: _____
 Date: _____

ATTACHMENT 1 – VENDOR’S PROPOSAL TO RFP No. AVC2017/2018-10