



Request for Qualifications and Proposals (RFQ&P)

No. 3335-2021

Landscaping and Irrigation Services at the Advanced Technology and Education Park

Proposal Due Date

Friday, May 28, 2021

At 12:00pm

Procurement, Central Services and Risk Management

purchasing-dept@socccd.edu

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Notice to Firms: Request for Qualification/Proposal (RFQ&P) No. 3335-2021

District: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Project: RFQ&P 3335-2021
Landscaping and Irrigation Services at the Advanced
Technology and Education Park
South Orange County Community College District
RFQ&P Deadline: Friday, May 28, 2021
12:00pm
**Email Address for
Receipt of Proposals:** purchasing-dept@socccd.edu

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, responses to the Request for Qualifications and Proposals for the above Project.

There will be a mandatory pre-proposal meeting conducted via Zoom on Tuesday, May 18, 2021 at 10:00am. All RFQ&P Proposers shall confirm their attendance by email to: purchasing-dept@socccd.edu by Friday, May 14, 2021 at 5:00pm. The subject line should read: "RFQ&P 3335-2021 Pre-Proposal Meeting Confirmation." Physical presence is not required. A call-in number will be provided prior to the meeting day to those who confirm attendance. Any proposer that does not attend the entire conference and/or does not arrive on-time may be deemed non-responsive.

A complete Request for Qualifications and Proposals may be viewed online at www.socccd.edu at the Bids link.

Any and all questions must be sent via email to purchasing-dept@socccd.edu. Contractors shall reference RFQ&P 3335-2021 in the email subject line. The final day for questions shall be Friday, May 14, 2021 at 5:00pm.

The District reserves the right to reject any or all submittals or to waive any irregularities and/or informalities in any proposals.

No proposer may withdraw any proposal for a period of one hundred and eighty (180) calendar days after the submission deadline.

Priya Jerome

Executive Director, Procurement, Central Services & Risk Management

PUBLISH: OC REGISTER May 5, 2021 & May 12, 2021

RFQ&P No. 3335-2021 Landscaping and Irrigation Services at the Advanced Technology and Education Park

SCHEDULE

Date of Issue / Document Available	5/5/2021
Advertisement Dates	May 5, 2021 May 12, 2021
Publication	OC Register
Requests for Information (RFI)	5/14/2021 at 5:00pm
Pre-Proposal Meeting	5/18/2021 10:00am Zoom conference call information will be sent to all firms that RSVP.
District Responds to RFI's	5/19/2021 End of Day
Due Date	Friday, May 28, 2021 12:00pm
Interview/Presentations (if needed)	June 7, 2021 Time TBD Zoom conference call information will be sent to shortlisted firms.
Contract Negotiations (if needed)	June 8, 2021 All negotiations will take place via Zoom conference calls.
Anticipated Governing Board Approval	June 28, 2021

1. DISTRICT OVERVIEW

South Orange County Community District encompasses 382 square miles in South Orange County serving over 909,000 residents in 26 communities. We know that higher education is directly linked to quality of life and economic vitality. We have helped generations of families achieve their educational and career goals since 1967.

This multi-campus district is comprised of Saddleback College in the City of Mission Viejo (1967), Irvine Valley College in the city of Irvine (1985) and the Advanced Technology and Education Park (2007) in the city of Tustin.

The District is governed by a seven-member elected Board of Trustees and the District's chief executive officer is the Chancellor.

District Services provides centralized administrative services to our three campuses including: Chancellor and Trustee Services, Business Services, Technology and Learning Services, and Human Resources. These departments provide accounting, benefits, facilities planning, fiscal services, human resources, information technology, institutional research and planning, payroll, public affairs, procurement, contracting, risk management, and warehouse/mailroom services to our district.

The District continually assesses the effectiveness of its services through district-wide surveys, shared governance committees and task forces that are established to accomplish specific projects. Strategic planning is an essential tool for guiding our direction and assuring compliance with accreditation standards.

PROGRAM OVERVIEW

The Advanced Technology and Education Park (ATEP) in Tustin, consists of both developed and undeveloped land areas. The District takes great pride in the overall look, health and general condition of the site in its entirety whether formally landscaped and irrigated or undeveloped with native vegetation. As such, great care must be given to managing, maintaining and inspecting the site, identifying areas in need of care; having proper knowledge of irrigation systems maintenance and water conservation, scheduling maintenance activities, and execution and implementation of those schedules. Professional management of the horticultural aspects of the landscaping at ATEP is a vital service necessary to ensure a well-maintained site that provides a positive experience to District staff, faculty and students as well as visitors to the site, Tustin residents, and the neighboring developments.

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFQ&P

South Orange County Community College District (SOCCCD) is seeking to retain a qualified firm to provide Landscaping and Irrigation Services at the Advanced Technology and Education Park. The entirety of this RFQ&P sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

DEFINITION OF TERMS

- The designation of District refers to the South Orange County Community College District, a political subdivision of the State of California.
- The term "**Proposers**" refers to Firms that elect to submit proposals for Landscaping and Irrigation Services at the Advanced Technology and Education Park.
- The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.
- Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the South Orange County Community College District.
- The term "**District-wide**" represents District Services (DS), Irvine Valley College (IVC), Saddleback Community College (SC), and the Advanced Technology Education Park (ATEP).
- The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful firm responding to this RFQ&P.

PROPOSAL QUESTIONS

All questions regarding this RFQ&P should be sent, via e-mail to Priya Jerome at purchasing-dept@socccd.edu.

Questions will only be accepted until 5/14/2021 no later than 5:00 PM. The e-mail subject line should read: "Your company name/Questions regarding RFQ&P No. 3335-2021." No direct responses will be sent to the company/firm asking the question. Questions will be answered in the form of an **Addendum** and sent to all potential Proposers on/about 5:00PM on 5/19/2021. All addendums to this RFQ&P will be posted on the District's web site.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received via email submission as follows:

Email Submission:

Proposals are to be submitted, via e-mail, to the Purchasing Department no later than **12:00pm** on Friday, May 28, 2021. Submit Proposal to: purchasing-dept@socccd.edu The Proposal must be emailed to the address above as an attachment in Word or PDF format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal should include and read "name of your company/submittal for RFQ&P No. 3335-2021 ("Email 1 of XX" if more than one)."

Proposals submitted in response are to be labeled Form A, B, C etc. and be in the following order:

1. **Letter of Interest and Approach** – PROPOSAL FORM A
2. **Personnel and Staffing Resources** – PROPOSAL FORM B

3. **Related Experience and Methodology** – PROPOSAL FORM C
4. **Project Schedule** – PROPOSAL FORM D
5. **Fee and Rate Proposal** – PROPOSAL FORM E
6. **General Terms and Conditions** – PROPOSAL FORM F
7. **References** – PROPOSAL FORM G
8. **Statement of Qualifications** – PROPOSAL FORM H
9. **Addenda Acknowledgement** – PROPOSAL FORM I
10. **Appendices**
 - A. Non-Collusion Declaration
 - B. Equal Opportunity Affirmative Action Statement
 - C. Firm’s Certificate Regarding Worker’s Compensation
 - D. Prevailing Wage and Related Labor Requirements Certification
 - E. Certificate Regarding Drug-Free Workplace Certification
 - F. Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
 - G. Sample Agreement
 - H. Submission Checklist

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted.

RIGHT TO REJECT

This RFQ&P does not constitute a commitment by the District to award a contract. The District reserves the right to waive any irregularities and/or informalities and to reject any or all proposals and/or to cancel the Request for Qualifications & Proposals. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however, proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer’s qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District’s Governing Board.

MODIFICATIONS TO PROPOSALS

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFQ&P due date and time has passed.

PUBLIC RECORDS

All materials submitted in response to the RFQ&P are deemed property of the District upon submission to the District. Responses to the RFQ&P and other materials submitted in connection therewith shall be deemed “public records” except for those marked or noted by a Proposer as “trade secrets” (as that term is defined and used in Civil Code §3426.1), “confidential” or “proprietary”. Financial statements are not subject to disclosure under the Public Records Act. The

foregoing notwithstanding, the District may reject for non-responsiveness a Response to the RFQ&P which indiscriminately notes that the Response or portions thereof are "Trade Secret", "Confidential", or "Proprietary" and exempt from disclosure as a public record. Notwithstanding the designation of materials submitted in response to the RFQ&P as "public records" such materials shall not be subject to disclosure under the Public Records Act until after the District has issued a recommendation for award of the Architectural Services Agreement. The District is not liable or responsible for the disclosure of RFQ&P Responses, or portions thereof, deemed to be public records, including those records exempt from disclosure if disclosure is required by law, by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of an RFQ&P Response deemed exempt from disclosure hereunder, by submitting an RFQ&P Response, each Proposer agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a disinterested stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to purchasing-dept@socccd.edu at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "Your Company Name/Withdrawal of RFQ&P No. 3335-2021." No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFQ&P.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of one hundred and eighty (180) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this RFQ&P, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

COMPLETION OF PROPOSALS

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal. Proposers are required to follow and adhere to the format as prescribed in this RFQ&P.

EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine the contents of this RFQ&P. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFQ&P or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFQ&P is discovered, then the Proposer shall notify the District of the error in writing and request modification or clarification of the document through the timelines and process identified in the Proposal Questions / Requests for Information (RFI) section of this RFQ&P. All requests for clarifications shall be sent to the attention of the Executive Director of Procurement, Central Services and Risk Management by email at purchasing-dept@socccd.edu.

ERROR IN PROPOSAL

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal requires correction of the errors. The District reserves the right to request additional information and/or clarification to allow corrections of errors or omissions.

PROPOSERS CONTINUING OBLIGATION

Each Proposer is under a continuing obligation, commencing upon submission of its RFQ/P Response, to immediately notify the District, in writing, if it learns that any of the following have occurred: (i) any statement made in any portion of its RFQ/P Response was false, misleading or omits material facts rendering any statement in its RFQ/P Response to be false or misleading; (ii) circumstances have occurred since the Proposer submitted its RFQ/P Response that, if they had occurred prior to the date that the Proposer submitted its RFQ/P Response, would have required the disclosure of such circumstances; or (iii) the Proposer has undergone a change in ownership in which ownership of fifty percent (50%) of more of its stock, ownership equity or assets has changed.

NO DISTRICT WARRANTY

Proposers are solely responsible for confirmation of the suitability of any information provided by the District relating to the Project or this RFQ&P, including, estimates of costs, statements of needs or requirements, projections, and budgets. The District does not warrant the accuracy, sufficiency or completeness of such information.

INTERVIEWS

The District intends to interview firms and has scheduled interviews on June 7, 2021 to be conducted via a Zoom conference call. Oral presentations will be evaluated and may be subjected to the selection criteria. The District requires the mandatory presence of the designated representatives

identified in the proposals as being the ones who will be assigned to the District be present and prepared to respond to District inquiries. The decision to hold interviews and the scope or any limitations thereof shall be at the discretion of the District.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that all proposals submitted shall be in the most favorable terms possible, both economically and technically.

CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible. The initial term of this Agreement is anticipated to be from July 1, 2021 to June 30, 2022. The District reserves the option to extend the term of the contract for additional periods consisting of 12 months each. Each extension term shall be executed via a duly signed Amendment by both parties. After award, contract is subject to cancellation with 30-days written notice by either party. The Agreement shall not exceed five (5) years.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the firm named in any contract entered into by the District is acting as an "independent contractor" and not as an agent or employee of the District.

DISTRICT MODIFICATIONS TO PROPOSALS

Any interpretation, modifications, correction, or change of this RFQ&P will be made by written Addendum and will be issued by the District and shall become part of the RFQ&P. Interpretations, corrections, or changes of this RFQ&P made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. All Addenda issued to this RFQ&P will be posted to the District web site at www.socccd.edu on the bids link. Addenda will also be e-mailed to all that are known to have received a copy of the RFQ&P. Since failure to acknowledge any Addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. See Proposal Form I.

NEGOTIATION

District reserves the right to negotiate the final pricing and all other terms and conditions before award of contract.

AWARD OF CONTRACT

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on June 28, 2021. The award will be made to the responsive and responsible firm judged to offer the most advantages and deemed the best fit for the District. At the time of the formal award, the apparent successful firm shall have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

FINAL CONTRACT

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between the District and the Proposer;

- B. This RFQ&P as originally released, with Appendices and any addenda released prior to proposal opening.
- C. The Proposer's proposal in total, including all addenda and attachments;

All of the above documents are intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the final Agreement and the provisions set forth in the above referenced documents and/or any other attachments or exhibits thereto (referred to as "referenced documents" for the purposes of this section), the Agreement shall control, unless the provisions set forth in any of the above "referenced documents" to this Agreement provide the District with greater benefits or more expansive services in which case such provisions set forth in any "referenced documents" shall compliment the terms of the Agreement. The intention of the documents is to include 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 RFQ&P.

NON-COLLUSION DECLARATION

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

PROHIBITED INTEREST

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

QUALITY OF WORK

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

QUALITY OF PERSONNEL ASSIGNED TO THE WORK

The Proposer shall not employ on this account any unfit person or anyone not skilled in the work assigned to her/him and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFQ&P to be incompetent or unfit to perform their duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and such individual shall not again, without prior written permission of the District, be assigned to work under this contract.

PROPOSER CONDUCT

During the RFQ&P window (from release of this RFQ&P to final award), proposer is not permitted to contact any District employees, members of the evaluation committee, members of the Board of Trustees or any consultant or professional retained by the District for the purpose of providing the District advice or professional services relating to the Project or the RFQ&P unless at the request of the District's designated contact person (Priya Jerome, Executive Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

ACCESSIBILITY OF INFORMATION TECHNOLOGY

Proposer hereby warrants that the Work to be provided under this Agreement complies 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. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Proposer agrees to respond promptly and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Proposer further agrees to indemnify and hold harmless the District from and against any claim arising out of Proposer's failure to comply with these requirements. Proposer acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement or cancellation of the order.

3. PROJECT SPECIFIC TERMS AND CONDITIONS

The Scope of Services contemplated in this RFQ&P constitutes “maintenance work” under Labor Code §1771.

PREVAILING WAGE RATES

Prevailing wage rates must be paid for labor to complete the Contract. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which the Contract is to be performed. Copies of these determinations, entitled “Prevailing Wage Scale” are available for review on the internet at www.dir.ca.gov/dlsr/statistics_research.html. The Proposer awarded the TITLE OF SERVICES Contract shall pay not less than the applicable prevailing wage rate for the classification of labor provided by its laborers under the Contract.

DIR REGISTERED CONTRACTOR STATUS

Proposer shall be a DIR Registered Contractor when submitting a Response. A Proposer who is not a DIR Registered Contractor when the Response is submitted will be rejected for non-responsiveness.

LICENSE REQUIREMENTS

Proposers shall be currently licensed in good standing by the California Contractors’ State License Board as a C-27 Landscaping Contractor classification. A Proposer who is not currently licensed in good standing by the California Contractors’ State License Board as a C-27 Landscaping Contractor classification when the Response is submitted will be rejected for non-responsiveness.

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION REQUIREMENTS

- Proposers shall be currently licensed in good standing as a Pesticide Registered Applicator Business with the California Department of Pesticide Regulations. A Proposer who is not currently licensed in good standing as a Pesticide Registered Applicator Business with the California Department of Pesticide Regulations when the Response is submitted will be rejected for non-responsiveness.
- A Qualified Applicator License shall be required for all staff applying pesticide on site throughout the duration of the Contract per California Department of Pesticide Regulation requirements. A Proposer who does not propose pesticide applicator staff with a Qualified Applicator License per California Department of Pesticide Regulation requirements when the Response is submitted will be rejected for non-responsiveness.

4. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications of the firm and personnel, innovativeness, demonstrated knowledge, and estimated fees. Experience with higher education and California community college clients is desirable, but not absolutely required.

Selection Process

All proposals will be examined for merit and ranked by a screening committee according to quality and responsiveness. The top proposals will be placed on a short list of finalists and may be called for interviews. The interview process may include members from the District's leadership in addition to select members of the screening committee.

Team members giving the presentation shall consist of those who will actually direct, execute, and complete the project. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract. Contracts will be forwarded to the Board of Trustees for approval and authorization to proceed.

Content and Order of RFQ&P Response

Firm's proposal should be concise and contain the proposal form and sections as identified below. RFQ&P responses submitted in formats other than those prescribed in this RFQ&P document may be rejected at the sole discretion of the District. All sections identified below must be included for the RFQ&P response to be considered complete and must be divided into tabbed sections.

Proposal Form	Section Title	Points
A	Letter of Interest and Approach	10
B	Personnel and Staffing Resources	15
C	Related Experience and Methodology	25
D	Project Schedule	10
E	Fee and Rate Proposal	30
N/A	Compliance with RFQ&P Requirements and Responsiveness	5
N/A	Acceptance of Contract Without Modifications	5
	Total	100
Interviews (if necessary)		Points
		100

5. SCOPE OF SERVICES

Base Landscaping and Irrigation Services

The Base Landscaping and Irrigation Services are defined as the routine, recurring, scheduled services (daily, weekly, bi-weekly, monthly, quarterly, bi-annually, annually, etc.) required to maintain the ATEP site. These services shall include but not be limited to the categories identified below.

The services are further outlined in the Sample Agreement (Appendix G). The exact scope of services required by the District will be set forth in the Agreement between the District and the assigned Firm.

1. Lawn Care:

- a. Mowing and Edging: Lawns shall be mowed more frequently during the active growing season and as needed during other seasons. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height shall be based on what is horticulturally correct for the turf variety the season into account. Clippings shall not be caught and removed from lawn area unless they are lying in swaths which may damage the lawn. Edges shall be trimmed to maintain a neat appearance.
- b. Fertilization: Lawns shall be fertilized as warranted with a commercial fertilizer. The number of applications will be dependent on the type of nitrogen used and the type of turfgrass.
- c. Disease Control: Disease control is maintained through proper fertilization, mowing and water management. In the event that disease problems occur Contractor will use treatments to stop or slow progression of disease. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at an additional cost. If treatment is necessary, prior approval by the District is required.
Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is not effective nematode control product registered for use on landscapes. Contractor will recommend additional treatments and procedure to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. If treatment is necessary, prior approval by the District is required.
- d. Insect Control: Contractor will provide control of turf damaging insects using Federal and State registered insect control products as needed to prevent or mitigate turf damage. These treatments do not include the prevention of fire ant infestation. If treatment of fire ants is necessary, prior approval by the District is required.
- e. Weed Control: Contractor will use proper fertilization, mowing, and watering practices to promote growth of weed resistant turf. Additionally, applications of pre and post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf.

2. **Ground Cover Area/Shrub Areas:**

- a. **Mulch:** Clear landscaped areas of debris and old mulch, apply pre-emergent and re-mulch once a year. Mulch depth to be maintained at 3-4". Mulch size 0"-2" Forest Floor or equal. Provide a sample to District representative before applying. Mulch not to be applied within 2"-3" of tree and shrub trunks. Soil level to be adjusted where mulch bed abuts sidewalk, curbing, storm drain or parking lot to keep mulch from washing out during rain events.
- b. **Edging:** Edge ground cover as needed to keep within bounds and away from obstacles.
- c. **Irrigation Valve Boxes:** keep landscape plants and turf edged and trimmed around irrigation valve boxes.
- d. **Pruning:** Shrubs shall be pruned only as necessary to maintain the natural form of the plant, to maintain growth within space limitations, and to eliminate damage or diseased wood. This excludes pruning necessitated by storm damage, disease, neglected overgrowth or winterkill. Bring to owner's attention any missing or damaged trees or shrubs and provide proposal for replacement.
- e. **Weed Control:** Keep beds free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides. Pre-emerge: This type of control should be used only if a known weed problem warrants its use. Post-emerge: Control weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.
- f. **Fertilization:** Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.
- g. **Fungicide:** Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.
- h. **Pesticide:** Use Integrated Pest Management (IPM) practices when dealing with pest issues. Use organic and cultural pest management options first and only use synthetic chemicals as a last resort and at a minimum application rate. Review and follow SOCCCD Pesticide Management Plan (link provided below). Apply recommended, legally approved pesticides to control insects causing damage to ornamentals and turf if warranted.
- i. **Control of imported pests:** Certain locations in the United States have a record of accidental introduction of pests from other countries. These imported pests can be very damaging and difficult or impossible to control with available products. Where such pests become a problem Contractor will recommend the most cost-effective alternates for pest mitigation. Such recommendations may include plant replacement or intensified treatment schedules. If specialized treatment is necessary, prior approval by the District is required.

3. **Slope Care:**

- a. **Edging:** Edge as needed to keep plant material within bounds and away from obstacles.

- b. Weed Control: Keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides. Pre-emerge: This type of control should be used only if a known weed problem warrants its use. Post-emerge: Control weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.
- c. Fertilization: Apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material.
- d. Fungicide: Apply recommended, legally approved fungicides to control disease-causing damage to ornamentals if warranted.
- e. Insecticide: Apply recommended, legally approved pesticides to control insects causing damage to slope area when necessary.
- f. Erosion Control: Bare ground to be covered with 3-4" of Forest Floor or equal mulch. In areas where areas are too steep for mulch, ground cover plants to be maintained to hold back slope. Any slope slippage to be reported immediately to District's Representative.

4. Tree Care:

- a. Pruning: Height limitation for tree pruning covered in this base agreement is 15 feet. On trees over 15 feet in height, only low-hanging branches that present a hazard to pedestrian or vehicular traffic will be raised. Trees under 15 feet are scheduled to be pruned in winter months except for safety-related pruning, which will be done only if necessary. Careful attention to juvenile trees to provide training pruning is very important for long-term tree success. Evergreen trees under 15 feet shall be thinned out and shaped only if necessary to minimize wind and storm damage. Follow all International Society of Arboriculture, ISA techniques and protocols during pruning assessment and operations.

5. Street/Parking Lot Sweeping

- a. Paved streets and the parking lot shall have street sweeping service on a weekly basis.
- b. Street sweeping operations to occur after-hours to minimize disturbance to building users.
- c. Debris and litter removal shall be performed on a weekly basis
- d. Any weeds growing in any of the paved areas shall be treated similar as to any ground cover area.

6. Irrigation

- a. Irrigation shall be checked and adjusted weekly. Any broken sprinklers and or leaks shall be repaired immediately.
- b. Drip irrigation systems to be checked manually once per month. Run system manually from irrigation controller, check entire length of drip tube for punctures or separated fittings. Repair as necessary using manufacturer approved repair couplings and fittings. Check for proper operation of flush valves and air vents, remove debris as necessary. Flush and clean drip filter at valve and check proper operation of pressure regulator.

- c. Irrigation controller shall be adjusted seasonally and as necessary after plant/tree/shrub establishment.
- d. Irrigation controller alerts and shorts are to be checked and corrected weekly. Irrigation central control modem connectivity to be checked weekly.
- e. Irrigation controller program to include automatic weather adjustment and rain shut-down via cloud central control connectivity.
- f. Irrigation controller to be clean and clear of insects, spiders, ants, and other debris. Trees and shrubs to be pruned to allow easy access to the irrigation controller.
- g. Irrigation controller enclosure to be constantly locked and secured. Key or combination of lock to be shared with District's representative.

7. Site Clearing and Mowing

- a. Site shown in ATEP Site Plan (link provided below) to be mowed and cleared of all weeds. All green waste to be salvaged by contractor.
- b. Work to be done 4 times a year (quarterly) per the Districts direction.
- c. Ground weed mulched to be at a maximum of 4" deep per Orange County Fire Authority requirement.

8. Water conservation:

- a. Ensure that the District is in compliance with State and Local Water Conservation/Drought Regulations including but not limited to adjusting watering frequencies, timing and durations as needed. Water waste resulting from irrigation runoff shall be prevented. Runoff is prohibited from leaving the target landscape due to low head drainage, overspray, or similar conditions where water flow onto adjacent property, non-irrigated areas, walks, roadways, parking lots, or structures.

9. Stormwater Best Management Practices:

- a. Appropriated storm water best management practices (BMPs) shall be used during the installation and maintenance of landscape and irrigation. Controls must be implemented to prevent erosion and sedimentation as a result of either maintenance or irrigation. All workers must receive a minimum annual training on all minimum BMPs.

10. Bioretention Swale Maintenance:

- a. Monthly inspection and routine maintenance to remove accumulated materials such as sediment, trash or debris; maintain vegetation health; maintain infiltration capacity of the media layer, replenish mulch, maintain integrity of side slopes, inlets, energy dissipaters and outlets.

Reference Documents

The documents linked below are provided for the Proposer's reference:

1. [ATEP Site Plan](#)
2. [ATEP Original Landscape and Irrigation Design](#)
3. [SOCCCD Pesticide Management Plan](#)

PROPOSAL FORM A
LETTER OF INTEREST AND APPROACH
(1 Page Limit for Letter of Interest
(1 Page Limit for Cover Letter
(No Page Limit for Proposer Firm Information)

Letter of Interest and Approach

The RFQ&P response should be introduced with a Letter of Interest that presents a statement of interest, firm's approach, and philosophy for implementing these services, and a brief description of the consultant/firm including qualifications for providing the requested services.

1. Describe what is unique about the consultant/firm as it relates to this specific project.

Cover Letter to District in addition to the Proposer's narrative must include all of the information noted below in a letter format.

The individual who is authorized to bind Consultancy Services for the Development of a District and Colleges' Landscaping and Irrigation Services at the Advanced Technology and Education Park Proposal (hence, "Proposer") contractually must sign the cover letter, must indicate the signatory is so authorized, and must indicate the title or position of the signatory. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement from the Proposer that acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter and statement signatory is authorized to bind the firm.
- 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.
- Provide all the named people who will actually perform the work when the Program begins.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for one hundred and eighty (180) days. **Please complete Proposal Form A through I and Appendices A through H as part of your RFQ&P response.**
- A statement expressing the Proposer's willingness to perform the services as described in this RFQ&P.
- A statement indicating that all forms, certificates and compliance requirements included in this RFQ&P are completed and duly submitted in the proposal response.
- A statement that there is no conflict of interest.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFQ&P.

- A statement attesting that the Proposer is not on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212.
- Please indicate if the firm is a small, minority, women, and/or disabled veteran business enterprise by providing a copy of the current certification.

Proposer Firm Information

- Type of Firm:

Corporation: _____ Proprietorship: _____ Partnership: _____

Joint Venture: _____ Other (please describe): _____

- Business License Number: _____

- Number of years in business under firm name: _____

- Has the firm changed its name within the past 3 years?

YES NO

If yes, provide former name(s): _____

- Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES NO

If yes, explain. _____

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

YES NO

If yes, please explain. _____

- Does the firm have an acceptable history of working proactively to avoid litigation?

YES NO

If no, please provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years. _____

- Within the past five (5) years, have one or more contract(s) to provide services to which the Proposer was a party to have been terminated for default of the Proposer officers or principals of the firm?

YES NO

If yes, please explain. _____

PROPOSAL FORM B
PERSONNEL AND STAFFING RESOURCES
(One Page Limit Per Resume)

Proposers are responsible for employing such personnel necessary to fully and timely complete obligations under the Contract. Each Proposer shall propose such personnel resources as the Proposer deems is appropriate and sufficient to meet obligations under the Contract in the most economical and efficient manner possible. The District anticipates one or more of the personnel listed below may be necessary to meet requirements of the services identified in this RFQ&P. Personnel proposed by each Proposer should be described in relationship to the following personnel descriptions. If the scope of personnel resources proposed by a Proposer materially varies from the following personnel descriptions, such a Proposer must provide a detailed explanation for such variation and how the Proposer intends to meet Contract requirements with materially varying personnel.

Proposers shall indicate whether personnel would be on-site full time or part-time/on-call. Proposer shall indicate approximate number of hours per week/month this person would perform services under the contract(s).

The Proposer shall designate a responsible employee or officer as the Project Manager. This individual shall be responsible for the overall management and coordination of this services contemplated in this RFQ&P. The Project Manager does not need to be on-site full-time but must provide adequate supervision of the services contemplated in this RFQ&P. The Project Manager shall be available to meet periodically with the District's Project Manager to discuss personnel performance, quality of services or other administrative matters.

Resumes must be organized in the following manner:

1. Proposed Management and Supervisory Personnel
2. Proposed Landscaping and Irrigation Personnel including designation of any specific certifications held relevant to this RFQ&P
3. Organization Chart / Reporting Structure including Proposer's proposed Management/Supervisory Personnel and Landscaping and Irrigation Personnel

PROPOSAL FORM C
RELATED EXPERIENCE AND METHODOLOGY
(5 Page Limit)

1. Provide a summary of the Firm's experience in relation to the services contemplated in this RFQ&P.
2. Provide a detailed work plan including the number of personnel/staff/crew to be assigned to fulfill the requirements and expectations of the scope of services identified in this RFQ&P.
3. Indicate firm's understanding of local laws, ordinances, regulation, policies, permits, etc. as they relate to the scope of services contemplated in this RFQ&P.
4. Provide information on the staff training and continuing-training for your Firm's employees that would be providing the scope of services identified in this RFQ&P.
5. Provide a summary of your Firm's experience working with public entity clients (including all community college clients) and the experience of the staff assigned to this project.
6. Name and state the number of public entity clients served within the past 5 years.
7. Do you provide project status reports? If so, describe the type of information the status report contains.
8. Identify any special services typically provided by the firm that are not listed in the Scope of Services. Ensure that pricing for these services are included in Proposal Form E.
9. Indicate the Firm's proximity to the District and availability to accomplish the work.
10. Include availability of labor personnel, equipment, tools and materials for completing the scope of services identified in this RFQ&P.

PROPOSAL FORM D
PROJECT SCHEDULE
(Four Page Limit)

Long-Term Maintenance Plan

The Proposer shall develop and provide a long-term landscape and irrigation maintenance plan which includes but is not limited to the following:

1. Recommendations and strategies along with associated costs and timelines
2. Landscape and irrigation service schedules:
 - a. Schedule/Calendar of Events indicating when certain services would be performed.
 - b. Outline of Proposer's personnel weekly/monthly/quarterly/bi-annually/annual tasks.
3. Irrigation management plan approach, and any other element necessary for the execution of full-service landscape and horticultural management services to maintain the site.

**PROPOSAL FORM E
FEE AND RATE PROPOSAL**

The proposed fee schedule shall include fully burdened hourly rates for each title/individual proposed for the work. It is the proposer’s responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit a not-to-exceed fee accordingly using the form below.

Fees shall be firm and fixed.

Indicate the billable hourly rate and estimated total hours required to fulfill their duties. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

1. Fees for Base Services.

Project fee will be on a lump sum basis. Provide a “not-to-exceed” fee in the table below for the scope of services identified for this RFQ&P in the following format:

Base Service Description	Not to Exceed Fee for Year 1	Not to Exceed Fee for Year 2	Not to Exceed Fee for Year 3	Not to Exceed Fee for Year 4	Not to Exceed Fee for Year 5
Base Landscaping and Irrigation Services	\$	\$	\$	\$	\$
Weekly Street/Parking Lot Sweeping (52 weeks)	\$	\$	\$	\$	\$
*Per Acre Clearing Allowance (\$ per acre x 51 acres)	\$	\$	\$	\$	\$
**District Controlled Allowance	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Total Not to Exceed Fee for Base Landscaping and Irrigation Services	\$	\$	\$	\$	\$

*Per Acre Clearing Allowance is based on clearing approximately 51 acres one time per quarter (4 quarters total per year).

**District Controlled Allowance may only be utilized with prior authorization in writing. This allowance may cover materials and labor to replace/refresh existing planting.

2. Fees for As-Needed Materials

Proposer shall include the following in submitting the pricing below:

- All costs shall include overhead, administrative cost and profit.
- All costs reflected below shall remain firm and fixed for the entire 5-year duration of the Agreement.
- The costs reflected below shall remain firm and fixed regardless of the quantities ordered at any given time during the course of the Agreement.

Note: The following quantities for As-Needed Materials are estimates only and are not guaranteed or represented to be actual quantities. The District reserves the right to increase or decrease these estimated quantities based on the District’s actual needs and requirements.

AS-NEEDED MATERIALS					
Item	Description	Estimated Annual Quantity	Unit	Cost Per Unit	Annual Cost
1	Install plant replacements:	35	Ea.	\$	\$
	a. Groundcover in flats annual color 4"				
	b. Groundcover in flats	18	Ea.	\$	\$
	c. 1-gallon plants	285	Ea.	\$	\$
	d. 5-gallon plants	142	Ea.	\$	\$
	e.15-gallon plants	35	Ea.	\$	\$
	f.15-gallon trees (staked)	35	Ea.	\$	\$
2	Install boxes trees:	11	Ea.	\$	\$
	a. 24" boxed specimen				
3	4" grind, careened mulch	100	Cu. Yd.	\$	\$
4	Soil Amendments	4,000	Lbs.	\$	\$

3. Costs for As-Needed Additional Services:

Proposer shall include the following in submitting the pricing below:

- All costs shall include overhead, administrative cost and profit.
- All costs reflected below shall remain firm and fixed for the entire 5-year duration of the Agreement.
- The costs reflected below shall remain firm and fixed regardless of the quantities ordered at any given time during the course of the Agreement.

Note: The following quantities for As-Needed Additional Services are estimates only and are not guaranteed or represented to be actual quantities. The District reserves the right to increase or decrease these estimated quantities based on the District’s actual needs and requirements.

Service Description	Unit Cost Per Acre or LF
Tree Removal	\$
Tree Trimming/Pruning (>15ft)	\$
Irrigation Maintenance and Repairs	\$
Mulch/Ground Cover	\$
Mowing and Edging	\$
Fertilization	\$
Disease Control	\$
Insect Control	\$
Pest Control	\$
Weed Control	\$
Erosion Control	\$
Street/Parking Lot Sweeping	\$
Site Clearing	\$

4. Mark-Up Percentage for Equipment, Supplies, and Materials:

The Proposer shall establish a not to exceed mark-up percentage on direct actual cost of all equipment, supplies, and materials. Back-up/receipts will need to be provided for all equipment, supplies, and materials purchased.

Note: The proposed not to exceed mark-up percentage shall not be in excess of 15%.

Not to Exceed Markup Percentage on Direct Actual Cost of All Equipment, Supplies, and Materials	%
---	---

PROPOSAL FORM F
GENERAL TERMS AND CONDITIONS

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of *one hundred and eighty (180)* calendar days from the opening date.

Right to Reject and Final Agreement: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any irregularities and/or informalities in the evaluation of proposals. Contingent to evaluation of proposals received, the District reserves the discretion to alter, modify, change, include or reduce the RFQ&P scope and pursuant to these changes and the successful negotiations with the Proposers, establish the final agreement.

Bidder Certification: The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements immediately upon receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract after the Board approval of contract and within ten (10) calendar days following the District's notification to proceed.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFQ&P document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the RFQ&P submittal which is to be titled "Exceptions."

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is an employee of the South Orange County Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Financial Statement: Prior to the award of contract, the District reserves the right to request and the proposer shall provide the current financial statement of the Proposer that is reviewed or audited by a Certified Public Accountant.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding: It is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered and declares under penalty of perjury under California law that the firm's proposal response to this RFQ&P is true and correct.

Litigation History: List all related litigation in the last five (5) years filed by either an owner, owner's consultant, or contractor, against the firm.

SUBMITTED BY:

Company Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

By: Signature (Manual)

By: Signature (Typed or Printed)

PROPOSAL FORM G
REFERENCES

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. List all four-year higher education and community college districts that you or your firm has contracted with in the last five (5) years. Include the name of the institution or district, contact person, email address and phone number of individuals who can evaluate work that has been completed by the consultant(s)/firm/team member(s) in the past five (5) years. The District has prioritized collegiality and collaboration, and assessing how consultant(s) will function within that culture will be a critical evaluation component.

REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

Dates of Services: From: _____ To: _____

Types of Services Provided: _____

PROPOSAL FORM H
Statement of Qualifications

Project: Landscaping and Irrigation Services at the Advanced Technology and Education Park
RFQ&P No.: 3335-2021

Each Proposer must complete and submit this Statement of Qualifications with the Firm's Proposal. The Statement of Qualifications must be executed under penalty of perjury by an authorized employee or officer of the Proposer. All portions of the Statement of Qualifications must be completed failure to do so will render the Proposal non-responsive and rejected. If a Proposer's response to any Essential Requirement results in a "Not Qualified" response, the Proposal of such a Proposer will be rejected for failure of the Proposer to meet Essential Requirements for the Project.

1. Insurance and Bonding.

Commercial General Liability Insurance	Insurer: _____ Policy No.: _____ Broker: _____ Coverage Limits: Per Occurrence: _____ Dollars (\$ _____) Aggregate: _____ Dollars (\$ _____)
Bonding	Surety: _____ Surety Broker: _____ Surety Broker Contact Name: _____ Street Address: _____ City, State, Zip Code: _____ Telephone: _____ Fax: _____ Email Address: _____ Bonding Capacity: _____ Maximum Per Project: _____ Dollars (\$ _____) Maximum All Projects: _____ Dollars (\$ _____)

Workers Compensation Insurance	Insurer: _____ Policy No.: _____ Broker: _____ Current EMR: _____
--------------------------------------	--

- 2. Essential Requirements.** A Proposer will not be deemed qualified and if the response to any of the following results in a “not qualified” response; the Proposal of such a Proposer will be rejected for failure of the Proposer to meet Essential Requirements for the Project.
- 2.1. Proposer possesses a valid and currently in good standing California Contractors’ license of the trade category(ies) for the Project identified in this RFQ&P.
- Yes No (Not Qualified)
- 2.2. The Proposer is a DIR Registered Contractor.
- Yes No (Not Qualified)
- 2.3. Proposer has a current commercial general liability insurance policy with coverage limits which meet or exceed the policy limits required for the Project.
- Yes No (Not Qualified)
- 2.4. Proposer has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.
- Yes No (Not Qualified)
- 2.5. The Proposer’s current per project, and aggregate, bonding capacity is sufficient to bond the Project as indicated in the Contract Documents.
- Yes No (Not Qualified)
- 2.6. Proposer is ineligible or debarred from submitting proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7?.
- Yes(NotQualified) No
- 2.7. Within the past ten (10) years the Proposer, or any predecessor-in-interest of the Proposer, has entered into a written agreement or verbally/orally agreed with any public agency not to submit proposals, quotes or respond to any procurement of such public agency for any construction, construction management or related services.
- Yes(NotQualified) No
- 2.8. Within the past five (5) years a public agency has determined that the Proposer, or any predecessor to the Proposer, is not a “responsible” Proposer for a public works project or a public works contract?
- Yes(NotQualified) No
- 2.9. During the past five (5) years, the Proposer or any predecessor to the Proposer, or any of the equity owners of the Proposer been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty.
- Yes(NotQualified) No

- 2.10. Within the past three (3) years, the Proposer has completed at least three (3) projects for a public agency owner that are similar in scale and scope to the Project described in this RFQ&P.
- Yes No (Not Qualified)
- 2.11. During the past five (5) years a Surety has completed any project or the Proposer’s obligations under a construction contract.
- Yes(NotQualified) No
- 2.12. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?
- Yes(NotQualified) No
- 2.13. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?
- Yes(NotQualified) No
- 2.14. During the past five (5) years the Proposer been declared in default under a contract to which the Proposer was a party.
- Yes(NotQualified) No
- 2.15. The Proposer’s Worker’s Compensation Insurance prior five (5) year average Experience Modification Rating (“EMR”) is more than 1.0.
- Yes(NotQualified) No
- 2.16. The Proposer’s Worker’s Compensation Insurance current average Experience Modification Rating (“EMR”) rating is more than 1.0.
- Yes(NotQualified) No
- 2.17. CAL OSHA or OSHA has cited and assessed penalties against the Proposer for “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five (5) years?
- Yes(NotQualified) No

3. Completed Public Works/Maintenance Projects. Starting with a minimum of three (3) public works/maintenance projects that are similar in scale and scope to this Project, complete the following form to provide summary information for every public works/maintenance project the Proposer completed within the past three (3) years.

PUBLIC WORKS/MAINTENANCE PROJECT NO. 1	
Project Name	
Project Owner; Contact Information	Project Owner: _____ Contact Person Name: _____ Telephone: _____ Email: _____
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

PUBLIC WORKS/MAINTENANCE PROJECT NO. 2	
Project Name	
Project Owner; Contact Information	Project Owner: _____ Contact Person Name: _____ Telephone: _____ Email: _____
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	
PUBLIC WORKS/MAINTENANCE PROJECT NO. 3	
Project Name	
Project Owner; Contact Information	Project Owner: _____ Contact Person Name: _____ Telephone: _____ Email: _____
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	
PUBLIC WORKS/MAINTENANCE PROJECT NO. 4	
Project Name	
Project Owner; Contact Information	Project Owner: _____ Contact Person Name: _____ Telephone: _____ Email: _____
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

PUBLIC WORKS/MAINTENANCE PROJECT NO. 5	
Project Name	
Project Owner; Contact Information	Project Owner: _____ Contact Person Name: _____ Telephone: _____ Email: _____
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	
PUBLIC WORKS/MAINTENANCE PROJECT NO. 6	
Project Name	
Project Owner; Contact Information	Project Owner: _____ Contact Person Name: _____ Telephone: _____ Email: _____
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	
PUBLIC WORKS/MAINTENANCE PROJECT NO. 7	
Project Name	
Project Owner; Contact Information	Project Owner: _____ Contact Person Name: _____ Telephone: _____ Email: _____
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

PUBLIC WORKS/MAINTENANCE PROJECT NO. 8	
Project Name	
Project Owner; Contact Information	Project Owner: _____ Contact Person Name: _____ Telephone: _____ Email: _____
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	
PUBLIC WORKS/MAINTENANCE PROJECT NO. 9	
Project Name	
Project Owner; Contact Information	Project Owner: _____ Contact Person Name: _____ Telephone: _____ Email: _____
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	
PUBLIC WORKS/MAINTENANCE PROJECT NO. 10	
Project Name	
Project Owner; Contact Information	Project Owner: _____ Contact Person Name: _____ Telephone: _____ Email: _____
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

4. Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Proposer. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Proposer acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Proposer may be deemed a non-qualified Proposer.

Executed this_ day of _____20 at _____.
(City and State)

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

By: _____
(Signature of Proposer's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

PROPOSAL FORM I
Addenda Acknowledgement

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____ Date Received: _____

APPENDIX A
Non-Collusion Declaration

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says
that he or she is _____ of
_____ the party making the foregoing proposal that the

proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, 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 Proposer 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, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

Print Name

Signature

APPENDIX D
Prevailing Wage and Related Labor Requirements Certification

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the requirement that it and all of their Subcontractors are registered pursuant to Labor Code section 1771, et seq.

(Company's Name)

(Signature)

(Typed or written name)

(Title)

APPENDIX E
Certificate Regarding Drug-Free Workplace Certification

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
 - e. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

(Company Name)

(Signature)

(Typed or Written Name)

(Title)

APPENDIX F
Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

Contractor Name. _____

The undersigned submits this Proposal for RFQ&P NO. 3335-2021.

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles.

Company Name

Signature

(Typed or Written Name)

(Title)

APPENDIX G
Sample Agreement
Landscaping and Irrigation Services at the Advanced Technology and Education Park

The Proposer shall thoroughly review the below Agreement. As part of the proposal submission, indicate in a separate Tab of the RFQ&P Response the Proposer’s acceptance of all terms and conditions set forth in the Agreement. If there is any term or condition of the Agreement, which a Proposer requests to be modified, the Proposer must: (i) specifically identify such term or condition; and (ii) set forth the specific text of the modification requested for each such term or condition. Notwithstanding any requested modification to any term or condition of the Agreement, no such modifications are binding on the District or enforceable against the District unless the District affirmatively and specifically accepts any such requested modification. Any Proposer whose RFQ&P Response does not identify requested modifications to terms or conditions of the Agreement will be deemed to have agreed to all terms and conditions set forth therein; if awarded the Agreement, such Proposer must execute the Agreement in the form and content attached hereto subject only to elements of such Proposer’s RFQ&P Response accepted by the District.

Proposer agrees to the Agreement’s terms and conditions with no exceptions.

YES NO

If no, pursuant to the above instructions, submit all exceptions in a separate tab.

SAMPLE AGREEMENT WILL BE PROVIDED VIA A FUTURE ADDENDUM

APPENDIX H
Submission Checklist
South Orange County Community College District
Landscaping and Irrigation Services at the Advanced Technology and Education Park

Item	Included in RFQ&P Response
Proposal Form A: Letter of Interest and Approach	
Proposal Form B: Personnel and Staffing Resources	
Proposal Form C: Related Experience and Methodology	
Proposal Form D: Project Schedule	
Proposal Form E: Fee and Rate Proposal	
Proposal Form F: General Terms and Conditions	
Proposal Form G: References	
Proposal Form H: Statement of Qualifications	
Proposal Form I: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Certificate Regarding Workers' Compensation	
Appendix D: Prevailing Wage and Related Labor Requirements Certification	
Appendix E: Certificate Regarding Drug-Free Workplace	
Appendix F: Certificate Regarding Alcohol Beverage and Tobacco-Free Campus Policy	
Appendix G: Sample Agreement for Landscaping and Irrigation Services at the Advanced Technology and Education Park	Only notate changed/exceptions to the Sample Agreement pursuant to the instructions highlighted and identified in Appendix .
Appendix H: Submission Checklist	