



Request for Qualifications and Proposals (RFQ&P)

No. 3272-2021

**Architectural Services for District-wide Satellite
Coffee Structures and Cafeteria Upgrades**

Proposal Due Date

Thursday, May 20, 2021

At 12:00 PM

Procurement, Central Services and Risk Management

purchasing-dept@socccd.edu

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Notice to Firms: Request for Qualification/Proposal (RFQ&P) No. 3272-2021

District: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Project: RFQ&P 3272-2021
Architectural Services for District-wide Satellite Coffee
Structures and Cafeteria Upgrades
South Orange County Community College District
RFQ&P Deadline: Thursday, May 20, 2021
12:00 PM
**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 Monday, May 10, 2021 at 11:00am. All RFQ&P respondents shall confirm their attendance by email to: purchasing-dept@socccd.edu by Thursday, May 6, 2021 at 5:00pm. The subject line should read: "RFQ&P No. 3272-2021 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 No. 3272-2021 in the email subject line. The final day for questions shall be Thursday, May 6, 2021, no later than 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 April 26, 2021 & May 3, 2021

RFQ&P No. 3272-2021 Architectural Services for District-wide Satellite Coffee Structures and Cafeteria Upgrades

SCHEDULE

Date of Issue / Document Available	April 26, 2021
Advertisement Dates	April 26, 2021 May 3, 2021
Publication	OC Register
Requests for Information (RFI)	5/6/2021
Mandatory Pre-Proposal Meeting	5/10/2021 11:00 AM Zoom conference call information will be sent to all firms that RSVP.
District Responds to RFI's	5/11/2021 End of Day
Due Date	Thursday, May 20, 2021 12:00 PM
Interview/Presentations (if needed)	June 1, 2021 Time TBD Zoom conference call information will be sent to shortlisted firms.
Contract Negotiations (if needed)	June 2-3, 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 Advanced Technology 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 District is seeking to retain a qualified architectural services firm that has previous experience with design and construction of food service facilities in higher education. The awarded firm shall provide services for a two-part phased scope (detailed Scope of Services in Section 4), that includes:

- Phase 1: Feasibility Assessment
 - o Scope A: District-Wide Satellite Coffee Structures
 - o Scope B: IVC and SC Cafeteria Upgrades
- Phase 2: Design and Construction

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 Architectural Services for District-wide Satellite Coffee Structures and Cafeteria Upgrades. 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 Architectural Services for District-wide Satellite Coffee Structures and Cafeteria Upgrades.
- 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 5/4/2021 no later than 5:00 PM. The e-mail subject line should read: "Your company name/Questions regarding RFQ&P No. 3272-2021." 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 respondents on/about 5:00PM on 5/7/2021. 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 **12:00 PM** on Thursday, May 20, 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. 3272-2021 (“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. **Addenda Acknowledgement** – PROPOSAL FORM H
9. **Appendices**
 - A. Non-Collusion Declaration
 - B. Equal Opportunity Affirmative Action Statement
 - C. Firm’s Certificate Regarding Worker’s Compensation
 - D. Sample Agreement
 - E. 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 Respondent 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 Respondent 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. 3272-2021.” 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.

RESPONDENTS CONTINUING OBLIGATION

Each Respondent 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 Respondent submitted its RFQ/P Response that, if they had occurred prior to the date that the Respondent submitted its RFQ/P Response, would have

required the disclosure of such circumstances; or (iii) the Respondent 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

Respondents 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 1, 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 for the project as soon as possible. Performance period for each contract is anticipated to be from July 1, 2021 through project completion. Proposer is responsible to determine necessary number of hours to complete the work. Any services provided beyond the negotiated contract time and that were not caused by the District will be provided at no additional cost to the District. After award, contract is subject to cancellation with 30-days written notice by either party.

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 H.**

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. 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	20
C	Related Experience and Methodology	30
D	Project Schedule	10
E	Fee and Rate Proposal	30
	Total	100
Interviews		Points
		100

4. SCOPE OF SERVICES

The District is seeking to retain a qualified architectural services firm that has previous experience with design and construction of food service facilities in higher education (California Community Colleges preferred). The awarded architectural services firm will provide specialized services for the feasibility assessment, programming, design and construction of satellite coffee structures at IVC, SC and ATEP.

The architectural services for both Phase 1 and 2 are further outlined in the Sample Architectural Services Agreement (Appendix D). The exact scope of services required by the District will be set forth in the Agreement between the District and the assigned Firm.

The comprehensive scope of services shall include but not be limited to the following:

PHASE 1: FEASIBILITY ASSESSMENT:

SCOPE A: DISTRICT-WIDE SATELLITE COFFEE STRUCTURES:

1. Conduct an assessment to identify the feasibility of satellite structures to support “grab and go” beverage and food services operation at IVC, SC and ATEP utilizing interviews, surveys, comparisons to other campuses, and other popularly trending information gathering methods.
2. Provide information on current laws and regulations pertaining to permitting requirements with Division of the State Architect (DSA), the Orange County Health Department (OCHD), including any and all applicable regulatory agencies related to food permitting and food sales/processing.
3. Develop options for possible locations at IVC, SC and ATEP, taking into consideration existing utilities/infrastructure, their existing capacities, projected project costs and future relationship to campus development based on the SOCCCD 2020-2040 Facilities Master Plan:
www.socccd.edu/about/documents/FinalSOCCCD2020FacilitiesMasterPlan_FMP.pdf
4. Based on location, present optimal options and anticipated hard and soft costs for possible structure types (i.e. modified/refurbished cargo containers, pre-fabricated structures, mobile carts, and/or new construction/building, or any other feasible alternatives).
5. The assessment shall include an analysis of the specific infrastructure, ADA compliance, and physical space requirements related to the preparation and sale of various types of “grab and go” food (prepackaged, reheated, etc.) and beverages (freshly brewed and bottled) served at such facilities.
6. Present the feasibility assessment including a detailed analysis of the options developed above to the campus planning groups as required.
7. Upon completion of assessment, the District may or may not issue a notice to proceed for design services for Phase 2 Scope A.

SCOPE B: IVC AND SC CAFETERIA UPGRADES:

1. Modernization of existing cafeterias at IVC and SC
 - a. Recommend space remodeling/modernization (structural, MEP and/or cosmetic) where necessary, inclusive of any applicable code requirements including but not limited to accessibility and/or fire protection.
 - b. Assess condition of existing cafeteria kitchen equipment and recommend all necessary upgrades.
 - c. For each of the colleges, provide a separate detailed budgetary cost breakdown that include but not be limited to: equipment cost, labor cost, remodeling/modernization cost and any other associated fees/costs.
2. Present the cafeteria modernization/upgrade plan for approval to the campus planning groups as required.
3. Upon completion of assessment, the District may or may not issue a notice to proceed for design services for Phase 2 Scope B.

PHASE 2: DESIGN AND CONSTRUCTION

SCOPE A: DISTRICT-WIDE SATELLITE COFFEE STRUCTURES:

1. Upon completion of Phase 1 Scope A assessment and contingent to the District's decisions, the awarded firm shall only proceed upon the District's issuance of a notice to proceed with the final scope of work for comprehensive design services.
2. Pursuant to the District's notice to proceed, the awarded firm shall deliver comprehensive design services for each of the selected satellite structures.
3. Design will include all disciplines of work necessary to permit and execute construction.
4. Design shall be submitted to Division of the State Architect (DSA) for approval.
5. Construction cost estimates shall be provided at 50% design and prior to submission to DSA to confirm design is within the established budgets set in Phase 1 Scope A.
6. Bid proposal services shall include assistance with preparation of Bid Documents, review and response for and/or equal substitution requests related to kitchen equipment and/or other materials specific to design or District standard, issuance of bid phase Addenda, bid review, including coordination of any District purchases of owner-furnished contractor-installed or owner-furnished owner-installed equipment.
7. Construction administration services during construction through DSA Certification including coordination in obtaining OCHD approval and all other applicable permits.

SCOPE B: IVC AND SC CAFETERIA UPGRADES:

1. Upon completion of Phase 1 Scope B assessment and contingent to the District's decisions, the awarded firm shall only proceed upon the District's issuance of a notice to proceed with the final scope of work for comprehensive design services.

2. Pursuant to the District's notice to proceed, the awarded firm shall deliver comprehensive design services for each of the cafeteria upgrades.
3. Design will include all disciplines of work necessary to permit and execute construction if needed and as applicable.
4. Design shall be submitted to Division of the State Architect (DSA) for approval if necessary.
5. Construction cost estimates shall be provided at 50% design and prior to submission to DSA (if necessary) to confirm design is within the established budgets set in Phase 1 Scope B.
6. Bid proposal services shall include assistance with preparation of Bid Documents, review and response for and/or equal substitution requests related to kitchen equipment and/or other materials specific to design or District standard, issuance of bid phase Addenda, bid review, including coordination of any District purchases of owner-furnished contractor-installed or owner-furnished owner-installed equipment.
7. Construction administration services during construction through project closeout/DSA Certification including coordination in obtaining OCHD approval and all other applicable permits.

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. Provide a qualification statement to describe why the firm would be uniquely qualified to provide architectural services 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' Architectural Services for District-wide Satellite Coffee Structures and Cafeteria Upgrades 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 H and Appendices A through E 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. Use Form E.

- 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 Respondent was a party to have been terminated for default of the Respondent officers or principals of the firm?

YES NO

If yes, please explain. _____

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

Submit resumes for each team member including sub-consultants proposed to provide service to the District including specific qualifications and recent related experience providing similar services. **List the proposed staff's current and anticipated availability during the contract period.** Include the following data and any other relevant information for the District to evaluate:

1. Provide total number of professional staff currently employed by the firm.
2. Resumes should include the Project Executive or person(s) providing oversight of the project team, if applicable.
3. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person/s, and how many years of experience with a focus on community college district qualifications relative to the proposed role. If the Proposer is chosen as a finalist, the proposed individual/s must attend the interview and in-person presentation.
4. Indicate whether or not individual is currently a direct employee of the firm. If a direct employee, indicate how many years with the firm.
5. Link each named person with the specific tasks, responsibilities, and deliverables.
6. If more than one person is named as a candidate for a specific role, include above information for all listed persons.

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. Describe how the firm will provide services and fulfill the requirements and expectations of the District.
3. Provide a summary of your Firm's experience working with Community Colleges and the experience of the staff assigned to this project.
4. Name and state the number of public entity clients served within the past 5 years.
5. Do you provide weekly status reports? If so, describe the type of information the status report contains.
6. 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.
7. Indicate the firm's proximity to the District and availability to accomplish the work.
8. List projects in chronological order in which team members were involved. Indicate whether project was completed by firm or by a team member when employed by another firm.
9. Submit complete examples of similar Architectural Services for District-wide Satellite Coffee Structures and Cafeteria Upgrades.

PROPOSAL FORM D
PROJECT SCHEDULE
(Four Page Limit)

The Firm will work closely with the District and campuses to ensure accurate, timely, and sufficient information necessary is gathered to complete the project. Accordingly, please respond to the following:

1. Firm shall provide detailed illustrative project schedule that includes milestones, timelines for completion and the work plan for all phases included in the Scope of Services.
2. Describe specific techniques to be adopted for working with the District and campuses' leadership, faculty, and staff to manage and conduct the data assimilation process and to keep the project on schedule.
3. The proposal should specifically address how the team would balance the reality of deadlines with District's commitment to participatory (shared) governance and deliberative processes.
4. In order to accomplish timely completion of the project, identify the various constituency groups that the firm anticipates would be part of the process and identify the number of meetings and hours of engagements needed.

**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 Phase 1 Feasibility Assessment: Scope A: District-Wide Satellite Coffee Structures

Site	Estimated # of Hours	Fees
IVC		\$
SC		\$
ATEP		\$
Total Not to Exceed Fees for Phase 1 Scope A:		\$

2. Fees for Phase 1 Feasibility Assessment: Scope B: IVC and SC Cafeteria Upgrades

Site	Estimated # of Hours	Fees
IVC		\$
SC		\$
Total Not to Exceed Fees for Phase 1 Scope B:		\$

3. Fees for Phase 2 Design and Construction: Scope A District-wide Satellite Coffee Structures

***Note 1:** Each proposing firm shall provide a not to exceed fee percentage for each of the satellite structure types

***Note 2:** The not to exceed fee percentage shown below shall be based on the complete hard and soft costs associated for each of the satellite structure types.

***Note 3:** The District reserves the right to negotiate and finalize the fee for Phase 2 Scope A services prior to the issuance of the notice to proceed with Phase 2 Scope A services.

[FEES FOR PHASE 2 SCOPE A CONTINUED ON FOLLOWING PAGE]

Fees for Phase 2 Design and Construction: Scope A District-wide Satellite Coffee Structures			
	Total Not to Exceed Percentage of Construction Cost (Including All Hard and Soft Costs) IVC	Total Not to Exceed Percentage of Construction Cost (Including All Hard and Soft Costs) SC	Total Not to Exceed Percentage of Construction Cost (Including All Hard and Soft Costs) ATEP
Modified/Refurbished Cargo Containers	%	%	%
Pre-fabricated Structures	%	%	%
Mobile Carts	%	%	%
New Construction/Building	%	%	%
Other Alternative (Firm shall list structure type)	%	%	%
District Controlled Allowance Not to Exceed 10% of the Final Negotiated Contract Value for Phase 2 Scope A	10%	10%	10%

4. Fees for Phase 2 Design and Construction: Scope B IVC and SC Cafeteria Upgrades

***Note 1:** Each proposing firm shall provide a not to exceed fee percentage for each of the for each cafeteria.

***Note 2:** The not to exceed fee percentage shown below shall be based on the complete hard and soft costs associated for each cafeteria.

***Note 3:** The District reserves the right to negotiate and finalize the fee for Phase 2 Scope B services prior to the issuance of the notice to proceed with Phase 2 Scope B services.

Fees for Phase 2 Design and Construction: Scope B IVC and SC Cafeteria Upgrades		
	IVC	SC
Total Not to Exceed Percentage of Construction Cost (Including All Hard and Soft Costs)	%	%
District Controlled Allowance Not to Exceed 10% of the Final Negotiated Contract Value for Phase 2 Scope A	10%	10%

[RATES FOR ADDITIONAL SERVICES ON FOLLOWING PAGE]

5. Rates for Additional Services:

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Additional Services. The hourly rates reflected below shall be effective as of the date of execution of an Agreement between the District and the Firm.

Service/Discipline	Position/Title	Proposed Hourly Rate
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<i>Duplicate as necessary for ALL services/disciplines, positions/titles and proposed hourly rates.</i>		

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
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: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

APPENDIX A
Non-Collusion Declaration

NON-COLLUSION DECLARATION
TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, 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 B
Equal Opportunity Affirmative Action Statement

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer hereby certifies that in performing work or providing products 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 handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer 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 _____, 2018.

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code

APPENDIX C
Firm's Certificate Regarding Worker's Compensation

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code

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

APPENDIX D
Sample Agreement
Architectural Services for District-wide Satellite Coffee Structures and Cafeteria Upgrades

The Respondent shall thoroughly review the below Agreement. As part of the proposal submission, indicate in a separate Tab of the RFQ&P Response the Respondent's acceptance of all terms and conditions set forth in the Agreement. If there is any term or condition of the Agreement, which a Respondent requests to be modified, the Respondent 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 Respondent 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 Respondent must execute the Agreement in the form and content attached hereto subject only to elements of such Respondent'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.

APPENDIX E
Submission Checklist
South Orange County Community College District
Architectural Services for District-wide Satellite Coffee Structures and Cafeteria Upgrades

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: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Firm's Certificate Regarding Workers' Compensation	
Appendix D: Sample Agreement for Architectural Services for District-wide Satellite Coffee Structures and Cafeteria Upgrades	Only notate changed/exceptions to the Sample Agreement pursuant to the instructions highlighted and identified in Appendix D.
Appendix E: Submission Checklist	