



Request for Qualifications and Proposals (RFQ&P)

No. 3485-2021

**Preventative Maintenance Services for HVAC
Systems at Irvine Valley College and the
Advanced Technology and Education Park**

Proposal Due Date

Friday, June 25, 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. 3485-2021

District: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Project: RFQ&P 3485-2021
Preventative Maintenance Services for HVAC Systems at
Irvine Valley College and the Advanced Technology and
Education Park
South Orange County Community College District

RFQ&P Deadline: Friday, June 25, 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, June 15, 2021 at 3:00pm. All RFQ&P Proposers shall confirm their attendance by email to: purchasing-dept@socccd.edu by Friday, June 11, 2021 at 5:00pm. The subject line should read: "RFQ&P 3485-2021 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 3485-2021 in the email subject line. The final day for questions shall be Friday, June 11, 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 June 2, 2021 & June 9, 2021

RFQ&P No. 3485-2021 Preventative Maintenance Services for HVAC Systems at Irvine Valley College and the Advanced Technology and Education Park

SCHEDULE

Date of Issue / Document Available	5/5/2021
Advertisement Dates	June 2, 2021 June 9, 2021
Publication	OC Register
Requests for Information (RFI)	6/11/2021 at 5:00pm
Pre-Proposal Meeting	6/15/2021 3:00pm Zoom conference call information will be sent to all firms that RSVP.
District Responds to RFI's	6/17/2021 End of Day
Due Date	Friday, June 25, 2021 12:00pm
Interview/Presentations (if needed)	July 1, 2021 Time TBD Zoom conference call information will be sent to shortlisted firms.
Contract Negotiations (if needed)	July 7, 2021 All negotiations will take place via Zoom conference calls.
Anticipated Governing Board Approval	July 26, 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 District has HVAC systems at Irvine Valley College and the Advanced Technology Education Park. The District seeks to select and retain a licensed and qualified Contractor to provide testing, inspection, and preventative maintenance services along with as-needed when-needed repair and replacement services for HVAC systems at Irvine Valley College and the Advanced Technology Education Park.

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFQ&P

South Orange County Community College District (SOCCCD) is seeking to retain a qualified Contractor to provide Preventative Maintenance Services for HVAC Systems at Irvine Valley College and 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 Preventative Maintenance Services for HVAC Systems at Irvine Valley College and the Advanced Technology and Education Park.
- The term "**Contractors**" refers to Firms that elect to submit proposals for this RFQ&P.
- 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.
- The terms "**Proposer**", "**Firm**" and "**Contractor**" shall interchangeably 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 6/11/2021 no later than 5:00 PM. The e-mail subject line should read: "Your company name/Questions regarding RFQ&P No. 3485-2021." 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 6/17/2021. 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, June 25, 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. 3485-2021 (“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. Site Maps
 - I. 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. 3485-2021." 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 July 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 as soon as possible. The initial term of this Agreement is anticipated to be from August 1, 2021 to July 30, 2022. The District reserves the option to extend the term of the contract for additional periods. 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 July 26, 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

PREVAILING WAGE RATES

The Scope of Services contemplated in this RFQ&P constitutes “maintenance work” under Labor Code §1771. 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 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-20 Warm-Air Heating, Ventilating and Air-Conditioning Contractor classification. A Proposer who is not currently licensed in good standing by the California Contractors’ State License Board as a C-20 Warm-Air Heating, Ventilating and Air-Conditioning Contractor classification when the Response is submitted will be rejected for non-responsiveness.

MANUFACTURER REQUIREMENTS

Proposers and Proposer’s Personnel shall be certified, accredited and otherwise authorized by any applicable equipment manufacturer in accordance with certification, accreditation or authorization requirements of the applicable equipment manufacturer for any of the equipment identified in RFQ&P Section 5 – Equipment Listing.

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. EQUIPMENT LISTING

Irvine Valley College: Chillers, Boilers, Cooling Towers, and Centrifugal Pumps			
Location	Description	Model #	Serial #
Power House 2 (B300 Building)	McQuay Turbocore Chiller	WMC150DBS-ER10	STNU110400172
Power House 2 (B300 Building)	BAC Cooling Tower	15160	U041790301VAD
Power House 2 (B200 Building Cond. Water)	BAC Closed Circuit Cooling Tower	F11343-NR	U02556790/MAD
Power House 2 (B400 Building)	EVAPCO Cooling Tower	USS14612	11452590
Power House 2 (B300 Building)	Raypak Hi Delta Boiler	H9-1532BE	N/A
Power House 3 (SSC Building)	Trane Series R Air Cooled Chiller	RTAA1004YJ03B3DOABDFGN	U98A07371
Power House 3 (SSC Building)	Raypak Hi Delta Boiler	H3-0902	N/A
Power House 4 (PE 100 and PE 200 Buildings)	Trane Series R Chiller	RTHD UB1F XBOU AB1A 3RAL B1A2 LALA VXQA EXAA XXY1 69AA VAXX XXXX XX	U04G06803
Power House 4 (PE 100 and PE 200 Buildings)	RSD "Tower Super" Cooling Tower	RSD-200	02265
Power House 4 (PE 200 Building)	Raypak Hi Delta Boiler	H9-1532	N/A
Power House 5 (PAC Building)	Trane Series R Chiller	RTHD UC1F XHOU AD6A 2RAL E5A2 RALA VXQX EXAA BXY2 27BJ XAX4 XXXX XA	U06F07796
Power House 5 (PAC Building)	Marley AV Series Cooling Tower	AV2041B	810588-A1
Power House 5 (PAC Building)	Raypak Hi Delta Boiler	H9-2002BE	N/A
BSTIC Building	Raypak Boiler	H8-0992BE	1405398507
B200 Building	Annex Boiler Raypak MVB Boiler	H7-0504	N/A
B200 Building	Annex Boiler Raypak MVB Boilers	H7-0504	N/A
B400 Building	Cleaver Brooks Boiler	CFC-700-1800-125HW	N/A
PE 100 Building	Raypack Boiler	WH9-1262	N/A
PE 100 Building	Raypack Boiler	WH9-1262	N/A

Advanced Technology and Education Park: Boiler			
Location	Description	Model #	Serial #
IDEA Building	Raypak MVB Boiler	H7-0503A	N/A

Irvine Valley College: Variable Frequency Drives			
Location	Description	Model / Serial #	HP/AMP
Power House 2	B300 Hot Water	ABB ACH550-UH-08A8-B055	5 HP
Power House 2	B300 Cond. Water	ABB #ACH550-UH-023A-4	15 HP
Power House 2	B300 Chilled Water	ABB #ACH550-UH-031A-4	20 HP
Power House 2	B300 Cond. Fan	ABB#ACH550-UH-023A-4	15 HP
LSB (B400 Building)	LSB Pump 5	ABB #ACH550-BCR-031A-4+B058+F267	20 HP
LSB (B400 Building)	LSB Pump 6	ABB #ACH550-BCR-031A-4+B058+F267	20 HP
LSB (B400 Building)	LSB Tower Fan	ABB #ACH550-BCR-012A-4+B058+F267	7.5 HP
Power House 4	Condenser Fan	YASKAWA E7 #CIMR-E7U45P5	12.5 AMP
Power House 4	Condenser Water	YASKAWA E7 #CIMR-E7U49P0	21.0 AMP
Power House 4	Chilled Water Pump	YASKAWA Z100 #CIMR-ZU4A0027FAA	27 AMP
Power House 5	Hot Water 2	YASKAWA E7 #CIMR-E7U45P5	12.5 AMP
Power House 5	Hot Water 2	YASKAWA E7 #CIMR-E7U45P5	12.5 AMP
Power House 5	Chilled Water 1	YASKAWAE7 #CIMR-E7U4011	27 AMP
Power House 5	Condenser Fan	DANFOSS VLT6000 #175Z7472	20 HP
Power House 5	Chilled Water 2	YASKAWAE7 #CIMR-E7U4011	27 AMP
PAC Building	AH-3 Supply Fan	DANFOSS VLT6000 #175Z7367	25 HP
PAC Building	AH-3 Return Fan	DANFOSS VLT6000 #175Z7365	15 HP
PAC Building	AH-1 Supply Fan	DANFOSS VLT6000 #175Z7366	20 HP
PAC Building	AH-1 Return Fan	ABB ACH550-UH-012A-4	7.5 HP
PAC Building	AH-4 Supply Fan	DANFOSS VLT6000 #175Z7368	30 HP
PAC Building	AH-4 Return Fan	DANFOSS VLT6000 #175Z765	15 HP
PAC Building	AH-2 Supply Fan	DANFOSS VLT6000 #175Z7366	20 HP
PAC Building	AH-2 Return Fan	DANFOSS VLT6000 #175Z7286	10 HP
PAC Building	AH-5 Supply Fan	DANFOSS VLT6000 # 175Z7365	15 HP
PAC Building	AH-5 Return Fan	DANFOSS VLT6000 #175Z7285	7.5 HP
BST Building	AC-1 Supply Fan	DANFOSS VLT6000 #175Z7367	25 HP
BST Building	AC-1 Return Fan	DANFOSS VLT6000 #175Z7285	7.5 HP
BST Building	AC-2 Supply Fan	DANFOSS VLT6000 #175Z7367	25 HP
BST Building	AC-2 Return Fan	ABB #ACH550-UH-015A-4+B055	10 HP
PE 200 Building	AH-1 Supply Fan	YASKAWA E7 # CIMR-E7U47P5	15 AMP
PE 200 Building	AH-1 Return Fan	YASKAWA E7 #CIMR-E7U42P2	6.4 AMP
PE 200 Building	AH-2 Supply Fan	YASKAWA E7 #CIMR-E7U47P5	20 AMP
PE 200 Building	AH-2 Return Fan	YASKAWA E7 #CIMR-E7U43P7	9 AMP
LSB Building	Hot Water Pump 1	ABB ACH550 BCR-08A8-4+B058	5 HP
LSB Building	Hot Water Pump 2	ABB ACH550 BCR-08A8-4+B058	5 HP
LSB Building	AC-1 S.A VAV	YASKAWA V1000 CIMRVU4A0038FAA	31 AMP
LSB Building	AC-1 R.A VAV	YASKAWA V1000 CIMR-VU4A0018FAA	15 AMP
LSB Building	AC-1 R.A VAV	YASKAWA V1000 CIMR-VU4A0018FAA	15 AMP
LSB Building	AC-1 F.A VAV	YASKAWA V1000 CIMR-JU4A0009BAA	7.2 AMP

LSB Building	AC-1 F.A VAV	YASKAWA V1000 CIMR-JU4A0009BAA	7.2 AMP
LSB Building	AC-1 S.H VAV	YASKAWA V1000 CIMR-VU4A0038FAA	31 AMP
LSB Building	AC-2 S.A VAV	YASKAWA V1000 CIMR-VU4A00118FAA	15 AMP
LSB Building	AC-2 S.A VAV	YASKAWA V1000 CIMR-VU4A00118FAA	15 AMP
LSB Building	AC-2R.A VAV	YASKAWA J1000 CIMR-JU4A0009BAA	7.2 AMP
LSB Building	EX.FAN 1	ABB ACH550-BCR-03A3-012A-4+B058+F267	7.5 HP
LSB Building	EX.FAN 2	ABB ACH550-BCR-03A3-012A-4+B058+F267	7.5 HP
LSB Building	EX.FAN 3	ABB ACH550-BCR-03A3-4+B058+F267	1.5 AMP
SSC Building	AH-1 Supply Fan	TRANE TR150 134H4928	7.5 HP
SSC Building	AH-2 Return Fan	TRANE TR150 134H4923	2 HP
SSC Building	AH-7 Supply Fan	TRANE TR150 134H4928	7.5 HP
SSC Building	AH-7 Return Fan	TRANE TR150 134H4924	3 HP
SSC Building	AH-6 Supply Fan	TRANE TR150 134H4929	10 HP
SSC Building	AH-6 Return Fan	TRANE TR150 134H4924	3 HP
SSC Building	AH-5 Supply Fan	TRANE TR150 134H4928	7.5 HP
SSC Building	AH-5 Return Fan	TRANE TR150 134H4923	2 HP
SSC Building	AH-4	TRANE TR150 134H4928	7.5 HP
SSC Building	AH-2	TRANE TR150 134H4926	5 HP
SSC Building	AH-3	TRANE TR150 134H4926	5 HP
LA Building	AC1-1	AC TECH SCF SERIES 13448613335551502	.5 HP
LA Building	AC1-2	AC TECH SCF SERIES 13448613313981448	.5 HP
LA Building	AC1-3	AC TECH SCF SERIES 13448613335501502	.5 HP
LA Building	AC1-4	AC TECH SCF SERIES 13448613314081448	.5 HP
LA Building	AC1-5	AC TECH SCF SERIES 13448613313671449	.5 HP
LA Building	AC1-6	AC TECH SCF SERIES 13448613313991448	.5 HP
LA Building	AC1-7	AC TECH SCF SERIES 13448613314001448	.5 HP
LA Building	AC1-8	AC TECH SCF SERIES 13448613335591502	.5 HP
LA Building	AC1-9	AC TECH SCF SERIES 13448613303601447	.5 HP
LA Building	AC1-10	AC TECH SCF SERIES 13448613346631502	.5 HP
LA Building	AC2-1	AC TECH SCF SERIES 13448495305871515	1 HP
LA Building	AC2-2	AC TECH SCF SEREIS 13448495338411515	1 HP
LA Building	AC2-3	AC TECH SCF SERIES 13448495305751515	1 HP
LA Building	AC2-4	AC TECH SCF SERIES 13448613304421516	.5 HP
LA Building	AC2-5	AC TECH SCF SERIES 13448613371421515	.5 HP
LA Building	AC2-6	AC TECH SCF SERIES 13448495338341515	1 HP
LA Building	AC2-7	AC TECH SCF SERIES 13448613304121516	.5 HP
LA Building	AC2-8	AC TECH SCF SERIES 13448495310601517	1 HP
LA Building	AC2-9	AC TECH SCF SERIES 13448495305841515	1 HP
LA Building	AC2-10	AC TECH SCF SERIES 13448495305781515	1 HP
Annex Building	AC-1 Supply Fan	DANFOSS VLT 131B6522	22 HP
Annex Building	Exhaust Hoods	DANFOSS VLT 131F4149	25 HP
Annex Building	Exhaust Hoods	DANFOSS VLT 131F4149	25 HP

Advanced Technology and Education Park: Variable Frequency Drives

Location	Description	Model / Serial #	HP/AMP
IDEA Building	RTU-5 Supply Fan	DANFOSS TR 150	30 HP
IDEA Building	RTU-5 Return Fan	DANFOSS TR 150	7.5 HP

6. SCOPE OF SERVICES

The District intends to award contract for testing, inspection, and preventative maintenance services for the HVAC systems Irvine Valley College (IVC) and the Advanced Technology and Education Park (ATEP) to a qualified Contractors demonstrating the highest level of experience, skilled and certified personnel.

The awarded Contractor shall provide the testing, inspection, and preventative maintenance services along with as-needed when-needed repairs and replacements for the HVAC systems at IVC and ATEP. 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.

ANNUAL MAJOR TESTING, INSPECTION, AND PREVENTATIVE MAINTENANCE SERVICES

The awarded Contractor shall perform annual major testing, inspection, and preventative maintenance services for all equipment identified in RFQ&P Section 5 – Equipment Listing. Tests will be scheduled in advance and at the convenience of District staff.

The Contractor shall furnish all labor, materials, parts, equipment, tools, and services necessary for all annual major testing, inspection, and preventative maintenance services identified in this RFQ&P. The schedule and specific annual testing, inspection, and preventative services tasks to be completed by the Contractor shall be in accordance with the Equipment manufacturer recommendations.

The Contractor's Scope of Services for Annual Major Testing, Inspection, and Preventative Maintenance Services for ALL Equipment identified RFQ&P Section 5 – Equipment Listing, shall include but not be limited to:

- General Scope of Services for ALL Equipment listed below; and
- Specific Scope of Services for each specific type of Equipment identified below.

The Services shown below represent a generic scope of work that applies to the majority of the manufacturers' recommendations for their respective equipment types. The actual Services required may vary based on the O&M of the specific manufacturer.

General Scope of Services for ALL Equipment: Annual Major Testing, Inspection, and Preventative Maintenance Services

(1 per Year)

- Visually check general condition of equipment
- Observe for unusual noise or vibration
- Visually inspect for evidence of leaks
- Visually inspect cabinet and panels for abnormalities
- Review operating logs; check for trends.
- Review alarms & alarm history
- Check IGV operation

- Inspect and verify proper settings
- Leak test chiller in compliance with EPA & SCAQMD rules
- Pull refrigerant sample and provide refrigerant analysis report
- Replace purge filter as needed
- Disassemble, inspect, clean & tighten all electrical connections
 - Compressor and controls
 - All circuit boards
 - Contactors & relays
 - Control panel
 - Interconnecting wiring
 - Lug connections
- Megger test motor
- Calibrate all safety controls as applicable
 - Flow switches
 - High pressure
 - Low pressure
 - Low temperature
 - Control point
- Calibrate all gauges and thermometers
- Calibrate transducers and sensors as needed
- Drop condenser bundle head
- Brush condenser tubes
- Drop evaporator bundle head
- Brush evap bundle tubes
- Perform eddy current test of condenser & evaporator bundles
- Re-assemble evap & condenser heads
- Re-attach disturbed evap bundle insulation (as required)
- Leak test area of work after completion
- Clean y-strainers (if applicable)
- Start chiller
- Run operational test and log readings as applicable:
 - Compressor suction and discharge pressures
 - Compressor starts and run-time
 - Entering/leaving condenser water temperatures and pressures
 - Entering/leaving evaporator water temperatures and pressures
 - Calculated approach temperatures
 - Motor % rla I1,I2, I3
 - Amps I1,I2, I3
 - Volts ab, bc, ca
 - Power (kw)
 - Winding temperatures
- Verify all panels are secure and tight
- Clean-up work area
- Make recommendations for repair

Specific Scope of Services for Trane Screw Chillers: Annual Major Testing, Inspection, and Preventative Maintenance Services (1 per Year)

- Report to District upon arrival
- Leak check with leak detector (submit AQMD report)
- Secure circuits, lockout and tag
- Review and evaluate log readings
- Calibrate cooler transducer
- Calibrate condenser transducer
- Calibrate oil pressure transducer
- Calibrate economizer transducer
- Calibrate operating controls
- Pull oil sample for analysis
- Replace oil filter
- Drain water from condenser water box
- Drop condenser bundle head
- Brush condenser tubes
- Drop evaporator bundle head
- Brush evaporator bundle tubes
- Perform eddy current test of condenser & evaporator bundles
- Re-assemble evaporator & condenser heads
- Re-attach disturbed evaporator bundle insulation (as required)
- Inspect starter contacts
- Inspect starter wire insulation
- Replace refrigerant filter
- Megger compressor motor
- Restore power
- Clean y-strainers (if applicable)
- Leak check disassembled joints
- Clean-up work area
- Report to District, advise & obtain signature

Specific Scope of Service for Trane Rotary Air-Cooled Chillers: Annual Major Testing, Inspection, and Preventative Maintenance Services (1 per Year)

- Report to District upon arrival
- Leak check with leak detector (submit AQMD report)
- Secure circuits, lockout and tag
- Check general machine operation
- Check control, power and piping
- Check refrigerant charge
- Check safety / operating controls
- Check starter wiring and contacts
- Check gauges / indicator lights
- Log cooler refrigerant temperature

- Log cooler pressure
- Log cooler leaving temperature difference
- Log oil level
- Log oil pump current
- Log oil sump pressure
- Log oil sump temperature
- Log bearing temperature
- Log oil supply pressure
- Check approaches through calculation
- Review and evaluate log readings
- Calibrate operating controls
- Inspect internals for evidence of moisture
- Log condensing pressure
- Inspect starter contacts
- Inspect starter wire insulation
- Check condenser fans
- Check condensate components
- Check water temp in/out for chilled water systems
- Check motor amperage
- Check electrical components
- Megger compressor motor
- Check oil level
- Check superheat temperature
- Restore power
- Leak check disassembled joints
- Clean condenser coils
- Clean y-strainers (if applicable)
- Clean-up work area
- Report to District, advise & obtain signature

Specific Scope of Services for Cooling Towers: Annual Major Testing, Inspection, and Preventative Maintenance Services (1 per Year)

- Report to District upon arrival
- Review operation with District for any problems
- Shut down tower and chemical fee systems
- Inspect all structural elements for corrosion and damage
- Inspect for scale build-up on eliminators
- Inspect cold water basin spray nozzles
- Check air inlet louvers and combined inlet shields
- Check and adjust water basin level
- Check operation of make-up valve
- Adjust float as required
- Inspect water distribution above fill
- Verify operation of blowdown valve, drain system, and overflow drain

- Verify operation of fan and safety controls
- Inspect pulley grooves and belts for alignment and wear
- Inspect fan wheel for free rotation, cracks, and alignment
- Replace belts, where applicable
- Inspect fan shafts for rust and corrosion
- Inspect drive line items
- Lubricate couplings and bearings
- Inspect and tighten electrical connections on fan motor disconnects
- Megger fan motors and record
- Record voltage and amperage on fan motors
- Acknowledge water treatment program and equipment
- Provide written service report to maintenance engineering department and advise on any repair requirements
- Inspect alternate drive systems (non-belt, as applicable)
- Check operating temperatures
- Ensure all access panels are properly secured and all screws are re-installed
- Drain & flush basin
- Clean y-strainers (if applicable)
- Change drive gear oil
- Clean-up work area
- Report to District, advise & obtain sign

Specific Scope of Services for Boilers: Annual Major Testing, Inspection, and Preventative Maintenance Services (1 per year)

- Report to District upon arrival
- Review operation with District for any problems
- Check burner flame
- Inspect recirculating pump (if applicable)
- Inspect flue gas passage ways
- Check power and control voltage
- Check vent system for leaks, loose fittings and corrosion
- Verify operation of combustion fans
- Clean combustion air fans as required
- Adjust fan pressures as required
- Check operating temperatures
- Check system safeties
- Ensure all access panels are properly secured and all screws are reinstalled
- Inspect heat exchanger
- Replace hot surface igniters
- Replace air filter (if applicable)
- Inspect burners and clean as necessary
- Inspect heat exchanger
- Replace gasket material as required
- Adjust differential pressures as required

- Clean-up work area
- Report to District, advise & obtain signature

Specific Scope of Services for Chill, Condenser, and Hot Water Pumps: Annual Major Testing, Inspection, and Preventative Maintenance Services (1 per Year)

- Report to District upon arrival
- Review operation with District for any problems
- Lubricate pump bearings per manufacturer's recommendations
- Lubricate motor bearings per manufacturer's recommendations
- Tighten all nuts and bolts. Check motor mounts and vibration pads
- Replace and adjust when authorized
- Visually check pump alignment and coupling for signs of wear
- Check motor operating conditions
- Inspect electrical connections and contactors
- Check and clean strainers and check hand valves annually
- Inspect mechanical seals and pump packing
- Clean y-strainers (where applicable)
- Verify gauges for accuracy
- Clean-up work area
- Report to District, advise & obtain signature

Specific Scope of Services for Annual Variable Frequency Drives: Annual Major Testing, Inspection, and Preventative Maintenance Services (1 per Year)

- Report to District upon arrival
- Review operation with District for any problems
- Inspect and tighten all nuts, bolts, and retaining devices on mechanical assemblies and mounting brackets
- Verify all electrical connections are at proper torque settings
- Clean/change all cooling filters and grills if applicable
- Remove all dirt and dust that has penetrated the unit interior or accumulated on the processor boards using high-pressure nitrogen
- Verify and record all inverter settings
- Verify all internal power supplies and logic outputs. Record as applicable
- Check proper operation of dc buss capacitors
- Check all external controls related to the operation of the inverter
- Clean-up work area
- Report to District, advise & obtain sign

SCHEDULE

The Contractor shall develop a twelve (12) month schedule establishing the commencement and completion dates for each Annual Major Testing, Inspection, And Preventative Maintenance Service during such twelve (12) month period ("Schedule") for review and acceptance by the District. The Contractor shall complete all Services in accordance with the District accepted Schedule.

MANUFACTURER REQUIREMENTS

Proposers and Proposer's Personnel shall be certified, accredited and otherwise authorized by any applicable equipment manufacturer in accordance with certification, accreditation or authorization requirements of the applicable equipment manufacturer for any of the equipment identified in RFQ&P Section 5 – Equipment Listing.

PARTS AND MATERIALS

Contractor shall follow the manufacturer's recommended maintenance requirements and intervals while conducting all Services identified in this RFQ&P. Contractor shall provide OEM parts unless unavailable. When OEM parts are no longer available, then they shall be replaced with the best available parts after District review and approval of the aftermarket parts.

HOURS/DAYS OF SERVICES

Services will be provided between 7:00 AM and 5:00 PM Mondays through Fridays, except for District holidays ("Regular Hours"). The foregoing notwithstanding, the District Representative may direct or authorize the Contractor to complete Services on days or at times outside the Regular Hours. Overtime/premium time labor charges set forth in Proposal Form E will apply for Services authorized by the District for Alternative Hours. No payment will be made for overtime/premium time labor charges unless authorized in writing in advance by the District Representative.

AS-NEEDED WHEN-NEEDED REPAIR AND REPLACEMENT SERVICES

Repair Services shall include, but not be limited to, repairs and replacements needed to address system deficiencies and urgent repairs and/or replacements necessary to operate a functional system. After each system testing, inspection and preventative maintenance services performed, Contractor shall provide a list of repair and/or replacement recommendations and corrective actions to be performed.

Contractor shall provide repair services on a Time & Material basis upon prior request of the District on an "on-call" "as-needed when-needed" basis. Response time will be based on the District's characterization of the required response to a repair service as follows:

- Routine: Within 24 hours
- Urgent: Within 4 hours
- Emergency: Within 2 hours; 24/7 availability

All labor performing repair and replacement services are entitled to prevailing wage rates. Pricing proposed for As-Needed When-Needed Repair and Replacement Services must conform to the forgoing parts and prevailing wage rate requirements. Charges for As-Needed When-Needed Repair and Replacement Services shall be applicable only to services over and above those repair and replacement services that are not inclusive within the Annual Major Testing, Inspection, and Preventative Maintenance Services.

Upon troubleshooting, repairs/replacement that are deemed necessary, the Contractor shall provide a proposal to the District, in accordance with the rates provided in the final negotiated contract, for District review and consideration prior of the required repair / replacement.

The District contemplates utilizing the District Controlled Allowance to cover all costs associated with all As-Needed When-Needed Repair and Replacement Services. However, should any repair or replacement be in excess of the allocated NTE District Controlled Allowance amount, the District, at its discretion shall undertake such additional repair and/or replacement services pursuant to the final negotiated Fee and Rate Proposal for:

- Fees for As-Needed When-Needed Repair Services the hourly rates; and
- Mark-Up Percentage for Equipment, Supplies, and Materials.

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 Proposer 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 Services for Preventative Maintenance Services for HVAC Systems at Irvine Valley College and 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 I 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 confirming that the Proposer has a full understanding of the Scope of Services identified in this RFQ&P and Agreement.
- A statement confirming that it is duly certified, licensed, and otherwise qualified to complete the Scope of Services identified in this RFQ&P and Agreement.
- 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 (Signature Required)

An unsigned Proposer Firm Information document shall cause the proposal to be rejected.

- Type of Firm:

Corporation: _____ Proprietorship: _____ Partnership: _____

Joint Venture: _____ Other (please describe): _____

- California State License Board (CSLB) Contractor's License Number/s: _____

- CSLB License Classification/s: _____

- Department of Industrial Relations (DIR) Contractor Registration Number: _____

- 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. Identify each dedicated individual assigned to support the Scope of Services identified in this RFQ&P. For each such individual, identify the following:
 - a. Indicate if the individual assigned will be available to provide services between the hours of 7am and 5pm Monday through Friday.
 - b. Indicate if the identified individual would be available for as-needed when needed repair services including times outside of 7am-5pm Monday through Friday.
 - c. Specific certifications, experience, and qualifications.
 - d. Indicate approximate number of hours per month the individual assigned would perform services under the contract(s).
3. Organization Chart/Reporting Structure including Proposer's proposed Management/Supervisory Personnel and maintenance/testing/repair Personnel.
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.

PROPOSAL FORM C
RELATED EXPERIENCE AND METHODOLOGY
(6 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. What status reports are provided on a periodic basis? Describe the type of information the status reports contain. Provide the sample forms/reports for the following:
 - a. Testing, inspection, and preventative maintenance services
 - b. Repair and replacement services
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.
11. Provide a sample testing, inspection, and preventative maintenance services plan for similar equipment and Scope of Services as identified in this RFQ&P as a separate attachment.
12. Provide a description of the Firm's safety program/policies related to this scope of work.

**PROPOSAL FORM D
PROJECT SCHEDULE
(Four Page Limit)**

Long-Term Maintenance Plan

The Proposer shall develop and provide a long-term testing, inspection, and preventative maintenance services plan which includes but is not limited to the items identified below. The submitted plan will be used for purposes of evaluating and comparing proposals.

1. Recommendations and strategies along with associated costs and timelines
2. Service schedules/intervals:
 - a. Provide proposed work plan/schedule indicating when testing, inspection, and preventative maintenance services would be performed. Include outline of Proposer's personnel tasks for all testing, inspection, and preventative maintenance services.

**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.

NOTE: The Proposer shall identify the derivations of the total fee by indicating:

- a. Assumptions made for all pricing identified below.
- b. Net increase/decrease to pricing pursuant to factor changes in schedule from that of the equipment listing and schedule as identified in RFQ&P Section 5 – Equipment Listing.

1. Fees for Annual Major Testing, Inspection, and Preventative Maintenance Services for Equipment at IVC.

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

	NTE Fee for Year 1	NTE Fee for Year 2	NTE Fee for Year 3	NTE Fee for Year 4	NTE Fee for Year 5
NTE Fee for Annual Major Testing Inspection, and Preventative Maintenance Services	\$	\$	\$	\$	\$
*District Controlled Allowance	\$	\$	\$	\$	\$
Total NTE Fee for Annual Major Testing Inspection, and Preventative Maintenance Services	\$	\$	\$	\$	\$

*District Controlled Allowance shall be utilized to cover materials and labor for Overtime Services and for As-Needed When-Needed Repair and Replacement Services.

2. Fees for Annual Major Testing, Inspection, and Preventative Maintenance Services for Equipment at ATEP.

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

	NTE Fee for Year 1	NTE Fee for Year 2	NTE Fee for Year 3	NTE Fee for Year 4	NTE Fee for Year 5
NTE Fee for Annual Major Testing Inspection, and Preventative Maintenance Services	\$	\$	\$	\$	\$
*District Controlled Allowance	\$	\$	\$	\$	\$
NTE Fee for Annual Major Testing Inspection, and Preventative Maintenance Services	\$	\$	\$	\$	\$

*District Controlled Allowance shall be utilized to cover materials and labor for Overtime Services and for As-Needed When-Needed Repair and Replacement Services.

3. Fees for As-Needed When-Needed Repair 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.

Service Description <i>(Firm to List all Available Services)</i>	*Standard / Routine Hourly Rate <i>(Firm to Specify Applicable Times)</i>	Standard / Routine Overtime Hourly Rate <i>(Firm to Specify Applicable Times)</i>	*Urgent Hourly Rate <i>(Firm to Specify Applicable Times)</i>	Urgent Overtime Hourly Rate <i>(Firm to Specify Applicable Times)</i>	*Emergency Hourly Rate <i>(Firm to Specify Applicable Times)</i>	Emergency Overtime Hourly Rate <i>(Firm to Specify Applicable Times)</i>
<i>Example</i>	<i>\$XX per Hour (M-F 7am-4pm)</i>	<i>\$XX per Hour (M-F 4pm-7am)</i>	<i>\$XX per Hour (M-F 7am 4pm)</i>	<i>\$XX per Hour (M-F 4pm-7am)</i>	<i>\$XX per Hour (M-F 7am-4pm)</i>	<i>\$XX per Hour (M-F 4pm-7am)</i>
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
<i>Duplicate as necessary for ALL services/disciplines, positions/titles and proposed hourly rates.</i>						

- Standard/Routine: Within 24 hours
- Urgent: Within 4 hours
- Emergency: Within 2 hours; 24/7 availability

[FORM CONTINUED ON FOLLOWING PAGE]

* The District's standard operational hours are from 7:00am to 5:00pm Monday through Friday. Firms providing the most advantageous pricing covering the District's operational hours shall be highly preferred.

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.

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	%
---	---

<p style="text-align: center;">PROPOSAL FORM F GENERAL TERMS AND CONDITIONS</p>

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

RFQ&P No. 3485-2021: Preventative Maintenance Services for HVAC Systems at Irvine Valley College and the Advanced Technology and Education Park

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: _____

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

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

Preventative Maintenance Services for HVAC Systems at Irvine Valley College and 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.

APPENDIX I
Submission Checklist
South Orange County Community College District
Preventative Maintenance Services for HVAC Systems at Irvine Valley College and 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 Preventative Maintenance Services for HVAC Systems at Irvine Valley College and 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: Site Maps	
Appendix I: Submission Checklist	