



REQUEST FOR PROPOSAL

FOR

RFP-300-20

**PALOMAR COLLEGE FALLBROOK ELECTRIC SIGN
PROJECT**

FALLBROOK EDUCATION CENTER

DUE: October 17, 2019

Palomar Community College District
Contract Services
1140 West Mission Road
San Marcos CA 92069-1487

RFP Deadline for Submittal:
No later than 2:00 p.m. on October 8, 2019

LATE PROPOSALS WILL NOT BE ACCEPTED

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SECTION I

A. Introduction & Background

Palomar Community College District (hereinafter "District") is seeking an experienced master or sole developer ("Developer") for the purpose of entering into a long-term ground lease to develop a portion of the Fallbrook Education Center (hereinafter "Center") site, located at 35090 Horse Ranch Creek Road, Fallbrook, CA 92028, for the benefit of the District and local communities. The Center is situated on approximately 82-acres of property located on the east side of Interstate 15 and north of State Route 76 in the city of Fallbrook, county of San Diego, California.

The selected Developer, in consultation and cooperation with the District, will be responsible for project definition, design, approvals, entitlements, CEQA compliance, marketing, leasing ,development (site infrastructure and buildings, management, maintenance and operations). This includes all necessary connections for vehicular access to Horse Ranch Creek Road. Potential developments should be viewed as contributing qualitatively and/or quantitatively to the District's mission and values to be student-centered, faculty and staff-focused and community-minded. All potential developments should consider a wide range of self-support for their development, operations, and potential revenue streams to the District. No funding from the District is available for these developments.

B. History of Palomar College

Palomar College has a history rich in tradition and educational achievements. On January 15, 1946, registered voters in the Vista Unified School District, the Fallbrook Union School District, and the Escondido Union High School District voted 714 to 417 in favor of establishing a "junior college" in the North San Diego County area. Under state law, the San Diego County Superintendent of Schools appointed five persons as members of the first Governing Board for the new college. The Governing Board hired the first college president in 1946, Dr. Daniel C. McNaughton, supported by a director, a dean of students, and nine faculty members. Located on the Vista High School campus, Palomar College opened its classroom doors on September 23, 1946, with exactly 100 students enrolled in classes in science, mathematics, music, art, social sciences, commerce, English, physical education, and foreign languages.

Today, Palomar College is a public, two-year community college serving a large student body of diverse ages, ethnicities, and lifestyles. The District's 200-acre main campus is located at 1140 West Mission Road in San Marcos. The San Marcos campus, Education Centers, and five additional sites serve a District covering 2,555-square-miles ranging from urban to agricultural areas of North San Diego County.

The Escondido Center is located on eight acres in the heart of Escondido, the Fallbrook Education Center is located on an 82-acre property in Fallbrook, and the Rancho Bernardo Education Center is located on 27 acres in Rancho Bernardo that includes a large building and associated parking structure. The five education sites are located in Camp Pendleton, Pauma Valley, Ramona, Fallbrook High School, and the San Marcos Public Safety Training Center.

Palomar College constitutes a single-college district, and it is the largest single community college district in San Diego County. Palomar College borders seven other community college districts: South Orange County, Mt. San Jacinto, Desert, Imperial Valley, Grossmont-Cuyamaca, San Diego, and Mira Costa.

Palomar College has five academic divisions: (1) Arts, Media, and Business Administration; (2) Career, Technical, and Extended Education; (3) Languages and Literature; (4) Mathematics, Sciences, and Engineering; and (5) Social and Behavioral Sciences. The college offers more than 300 credit degree and certificate programs within those five divisions and noncredit courses. At Palomar, students have the opportunity to participate in a vibrant college life that includes free art and cinema series, 34 academic and social campus organizations, 21 competitive intercollegiate sports teams for men and women, and dozens of music, theatre, and dance performances.

In the November 2006 General Election, voters approved an educational facilities improvement measure (Proposition M), which provides the majority of the funding for the College's \$1 billion construction and remodel plan. The first major step in the implementation of this plan was realized with the completion of the Natural Sciences Building, which opened for the fall 2007 semester. This is an exciting time for students, faculty, staff, and administration at Palomar College. The vision in the *Master Plan 2022* has moved to reality as the planning, design, and construction of several instructional and support facilities have been completed. Two Education Centers were opened in the summer of 2018: The South Education Center in Rancho Bernardo and the North Education Center in Fallbrook. *Master Plan 2022* is transitioning Palomar College into its next generation as an outstanding institution in higher education committed to the learning success of its students and responsive to the changing needs of its diverse community.

SECTION II

A. Fallbrook Education Center Property Overview

The Center, with freeway frontage, has easy access from Interstate 15, as well as from the communities east and west along the Highway 76 corridor. The Center serves a large student population from Fallbrook and Southwest Riverside County. Communities within the vicinity, include Fallbrook, Rainbow, Bonsall and the Camp Pendleton Marine Corps Base. The population for zip code 92028 which includes Fallbrook and Rainbow is approximately 47,696. The annual average traffic volume between city of Temecula and city of Escondido, heading south along Interstate 15, according to Caltrans for the year 2015, is 159,000 vehicles and heading north on Interstate 15 is 169,000.

The Pala Casino Spa and Resort, a Las Vegas style casino that hosts live play and champion tournaments, 40,000 square feet of meeting and convention space and a 507-room hotel is within 6 miles of the Center. Across Interstate 15 is the Pala Mesa Golf Resort, a California-Ranch style hotel with one of southern California's most challenging golf courses. East of the Center, D.R. Horton, America's largest new homebuilder by volume, has developed a 396-acre master-planned community known as *Horse Ranch Creek Ridge*. Construction has begun on the 7 new neighborhoods consisting of approximately 850 2-story home designs with square footages between 1,568 -3,844.

The District purchased the Center property (82 acres) in 2006 and completed an EIR prepared by RBF Consulting (included in the RFP documents) in June of 2008. As stated in the Summary section of the EIR, ultimate development by the District was estimated to be approximately 380,000 SF to be built out in phases with forecasted completion in year 2030. The District currently anticipates that the ultimate build out will be closer to 250,000 SF. In addition, the EIR states that District structures will be limited to 2 stories in height. Prior to purchase by the District, the property was part of Specific Plan Area 21 in the San Diego General Plan Regional Land Use Element and the Fallbrook Community Plan and included the Campus Park Specific Plan Area (SPA 03-008). The Campus Park Plan included research, development/manufacturing facilities, as well as commercial development.

Upon purchase of the Center property, the District then constructed Horse Ranch Creek Road from SR76 to the south up to Pankey Road to the north. The road was graded to its ultimate width of 106 feet and 32 feet were paved to provide the road which is in existence today. The ultimate construction of Horse Ranch Creek Road is to be a 4 lane divided Boulevard with a raised median. Plans for the construction of Horse Ranch Creek Road completed by the District are provided as part of the RFP. Public utilities consisting of domestic/fire water, storm drain, natural gas and SDG&E power were all installed by the District as part of the construction of Horse Ranch Creek Road. A main sewer line was recently installed by DR Horton as part of their residential development. It is anticipated that all required public utilities needed for the commercial development can be found within the easement of Horse Ranch Creek Road. The final determination of utility connection points is the responsibility of the developer.

As part of the construction of Horse Ranch Creek Road, the District was required to mitigate impacts to the environmentally sensitive species affected by the project. That was done by creating an approximately 25 acre environmental preserve at the south end of the District's property. This is indicated on the map below and borders the proposed development site to the south and east. This mitigation area has been constructed and is currently in year 2 of the required 5 year maintenance period. This area was revegetated and is being maintained by Helix Environmental for the District.

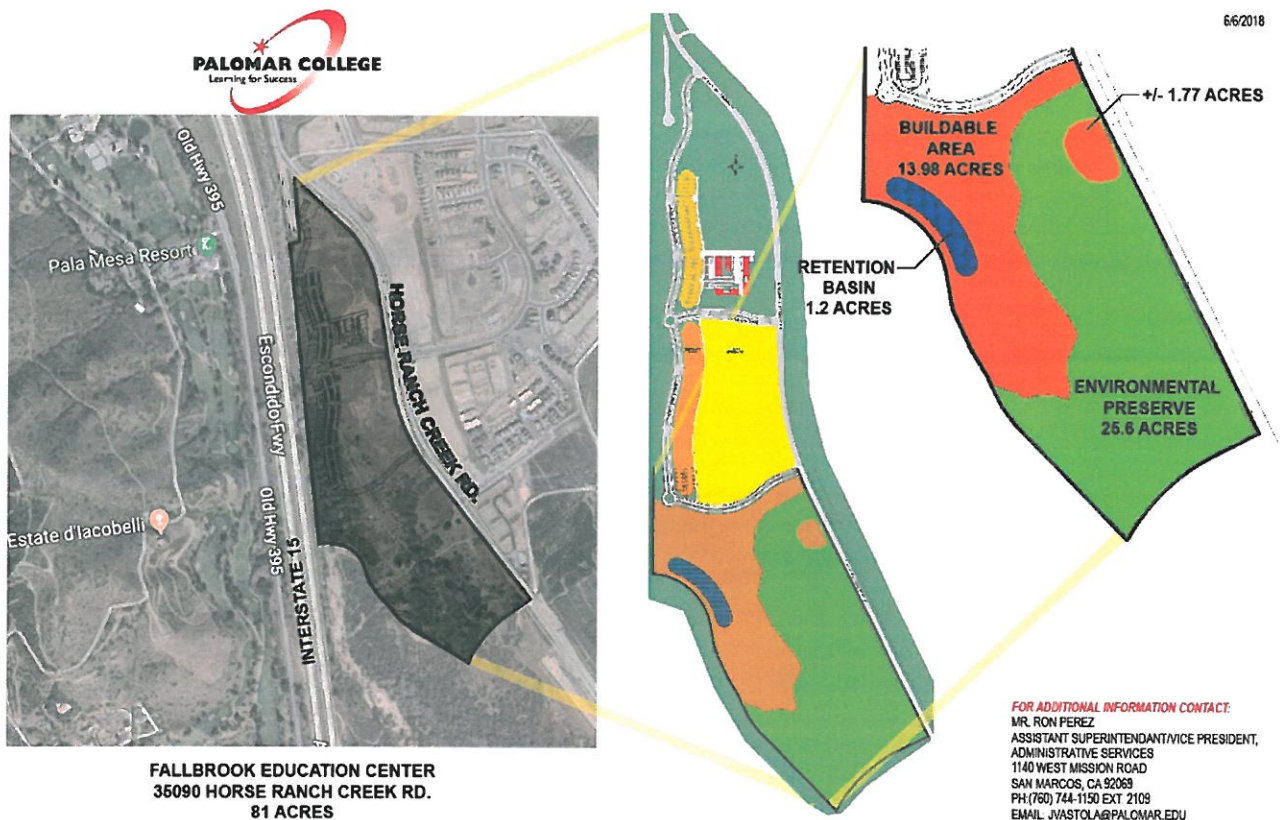
In the Fall of 2017, the District began construction on its Fallbrook Education Center site in order to begin offering classes starting June 2018. Work included the mass grading of the entire "buildable" portion of the property (55 acres) along with the construction of access roads, parking lots, all District required utilities, landscaping around permanent construction as well as installation of 20,650 SF of Modular classroom and support buildings known as the Interim Village. These are placed north of the main entry to the campus with the intent of constructing the first permanent building(s) south of the Interim Village and south of the main entrance to the campus. The Geotechnical report and plans for the construction of the Interim Village project and the first permanent campus building are provided as part of the RFP.

At this time the District has not finalized the meta-majors that will be offered at the Center as build out is completed. However, the following have been discussed and are under consideration:

- Agri-Business
- Public Safety Academy
- Pre-veterinary

It is also the intent of the District to design the campus in such a way that the community feels welcome to come to the campus to enjoy the landscape and facilities in their free time. In keeping with the District's Facilities Master Plan Update, it is intended that the Fallbrook campus will become the District's first Net Zero campus with all permanent facilities designed to be Net Zero. It is also planned that in 2019, the Fallbrook campus will become the District's 4th property to become a certified Arboretum and Botanical Garden.

In addition, the District does offer our facilities for community use on weekends and when classes are not scheduled. If a public safety academy is constructed, those facilities would be available for use by regional police, fire and EME districts for their required continuing education and training requirements and would most likely be in almost continuous use on weekends, etc.



NOTE: All acreages listed above are approximations

B. District's Goals & Visions

The District is seeking proposals to enter into a ground lease for development of the Electronic Billboard Sign. The District is seeking comprehensive development plans and strongly encourages collaboration amongst respondents to form development teams.

The District's Goals for the project include the following:

- A self-supporting development and operation of the electronic billboard sign through a public private partnership which does not require the District's initial investment or ongoing financial support, and provides ongoing supplemental income to the District;
- Provide an innovative development concept which is integrated with its surroundings;
- The electronic sign developed area must be held to a maximum of 0.50 acres. This includes the area of a circle if the sign were to fall over in an earthquake ($3.14 * r^2$) where r = the height of the sign;
- The developer shall obtain building permit approval from the Division of the State Architect (DSA) in addition to permits and approvals from other public agencies with jurisdiction over the development;
- Developer to include separate utility connections and shall not tie into separately metered existing District utilities;
- The District will be allocated one advertising "spot" within the normal cycle of advertisements at zero cost to the District at all times;
- All potential organizations wishing to advertise on the sign shall be submitted to the District in advance for approval to ensure alignment of said organizations with District goals and values

The District vision of the project includes the following:

- Incorporate into its vision strong connections to the college and public realm, excellence in design, high levels of sustainability;
- The sign concept must include the words "Palomar College" and the College logo as a permanent element and viewable by the public day and night;
- The electronic sign shall comply with the local night sky ordinance;
- Celebrate nature and ecology and meld seamlessly into the District's landscape palette and conform to the requirements to be a part of the District's aim of having the entire campus be a certified arboretum and botanical garden;

SECTION III

A. Information for Proposers

Contact Information: Your contact person at the District in reference to this RFP is Allen Young, 760-744-1150, ext. 2697, ayoung@palomar.edu.

Mandatory Pre-Proposal Meeting: The District will conduct pre-proposal meetings on September 17, 2019 at 1:00 p.m. in Building A, conference room A-07, of the Palomar Community College District Fallbrook Education Center Campus, located at 35090 Horse Ranch Creek Road, Fallbrook, CA 92028. The purpose of these meetings is to cover the requirements to submit your proposal and to give a brief review of the Scope of Services. Proposers will be allowed to walk the site of the proposed development at that time following the initial presentation.

Examination of Proposal Document: By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP, and that it is capable of performing quality work to achieve the District's objectives.

Errors/Discrepancies/Questions/Clarification of RFP: Any discrepancies, errors, questions or clarification pertaining to this RFP should be directed in writing to Allen Young, Contracts Administrator at ayoung@palomar.edu or fax (760) 761-3548. Respondents are encouraged to submit their questions, as soon as possible, in order to give the District an opportunity to reply in a timely manner. The District will not accept any questions for clarification after **4:00 p.m. on October 8, 2019.**

Addenda to RFP: If in the sole judgment of the District, any response to questions, discrepancies, clarification or errors which affects the RFP or other Respondents, the District will issue responses in writing in the form of an addenda and post on the District's website at the following address: <http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/> by 3:00 p.m. on October 10, 2019. Prior to submittal of RFP, please check above referenced website for any Addenda issued.

RFP Submittals: Deadline for submittals is 2:00 p.m. on October 17, 2019. Please send one (1) original and five (5) copies of your respective RFP response **and** two (2) complete electronic copies via compact disk (CD) or thumb drive in PDF format. Packages shall be received in the office of Contract Services, Attn: Allen Young, Room A-128; Administration Building located at 1140 W. Mission Road, San Marcos, California 92069-1487 and labeled: RFP 300-20: Fallbrook Electronic Billboard Sign – Palomar Community College District. The District will not accept any responses after the deadline date & time. Also no oral, telegraphic, electronic, facsimile or telephone statements will be considered.

RFP Response Cost: This Request for Proposal does not commit the District to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalists shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

RFP Modification/Cancellation: The District reserves the right to reject any and all RFP submittals, to amend the RFP and the RFP process and to discontinue or re-open the process at any time.

Non-Liability of District: The District shall not be liable to the Respondent for personal injury or property damage sustained in the performance of these services, however caused.

RFP TIMELINE

The District anticipates the following schedule for selecting Vendor:

<u>ACTION</u>	<u>DATE</u>
RFP Issued	September 5, 2019
Pre-Proposal Conference	September 17, 2019 at 1:00 PM
Request for Clarifications are due	October 8, 2019 by 4:00 p.m.
District to post responses to Request for Clarifications on website: http://www2.palomar.edu/pages/businessservices/bids-rfq-and-rfps/	October 10, 2019 by 3:00 p.m.
Deadline for receipt of RFP submittals	October 17, 2019 by 2:00 p.m.
Notification of selection status	October 23, 2019
Selection Committee Interviews (if desired by District)	October 30, 2019
Notice of Committees Decision	November 1, 2019
Board Action to enter into Contract Terms Negotiations	November 12, 2019
Contract Terms Negotiation Period	3 to 12 months
Notice of Recommendation to Governing Board for Award	No later than November 1, 2020
Board Action to Award Contract	No later than November 10, 2020
Start of Work	Upon execution of contract and receipt of required documents

SECTION IV

A. RFP Format

Submittal Format: Proposals shall be (1) typed, (2) clear, concise and complete, and (3) not include any unnecessary promotional material. All materials submitted in response to the RFP shall be on 8-1/2"x11" paper, preferably in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFP response which correspond to the information requested in this RFP. The nature and form of response are at the discretion of those responding, but shall include the information listed below.

B. Required Document Submittal: The proposal shall contain **all of the following items** in order to be deemed responsive. The District will conduct a preliminary review of the proposals to determine if the items listed below are included as required in the RFP. **If a proposal does not include all items fully completed, the proposal may be considered non responsive.**

1. **Response Cover Letter:** A dated introductory letter must be submitted that summarizes the Firm's general business approach and qualifications to engage in a professional relationship with Palomar Community College District and serve its needs as described in this RFP. The letter must include the legal name of the respondent, address, telephone numbers, and the name, title, and signature of the person(s) authorized to submit the response on behalf of the Firm or development team.

2. **Approach to Project:** The Proposer shall present a well-conceived plan that establishes that the Proposer understands and has the ability to achieve the District's vision and goals for the Fallbrook Electronic Sign. The Proposer shall provide a detailed project description, preliminary marketing plan, and project design conceptual drawings as described below.

a. **Project Description (4 page maximum):** Provide a concise written description of the proposed project, including but not limited to, the general description of the vision and the proposed project concept, amount of land area occupied by the sign, height of structures, etc. Demonstrate how the proposed project aligns with the District's Goals and Vision. Proposer should also include potential hours of operation and how to minimize visual impact to residential neighbors.

b. Preliminary Marketing Plan (1 page maximum): Provide a preliminary marketing plan for attracting advertisers. The Proposer may also suggest business ideas that have been used successfully on other similar operations, and which may facilitate the best use of the sign.

c. Project Design Concept Drawings: All drawings (Drawings shall be 11x17 in size folded to fit within the RFP overall 8.5x11 portrait format) should be legible, orient north up and should only include one plan or elevation/perspective per sheet. At a minimum, proposers shall provide a site plan, elevations and context/perspective drawings, as detailed below:

- Site Plan – The site plan should illustrate the proposed project concepts for the site, including proposed structure footprints, preliminary landscape design, and vehicular access. The site plan should include a list of proposed species to be used.
- Elevations – Provide colored architectural exterior elevations and should provide a comprehensive view of the entire project and illustrate proposed sign massing and height, materials and colors and related architectural elements. Drawings must clearly indicate how “Palomar College” and the college logo are incorporated into the design.
- Context/Perspective Drawings – Provide a representative illustration of the proposed project clearly showing massing and the relationship of the development to its surrounding environment. This drawing(s) should show the proposed development in context with the adjacent building masses roughed in. Context elements do not need to be photo- realistic but must accurately convey the bulk, scale and character of the surrounding area. Drawings must clearly indicate how “Palomar College” and the college logo are incorporated into the design.

3. Project Schedule

- a. Provide a proposed project schedule which includes, at a minimum the following scopes of work/phases:
- Project Design
 - EIR Process
 - Construction
 - Marketing

- b. The project schedule must include the following key milestone dates:
 - Schematic Design Approval
 - Final EIR Approval (if needed)
 - Design Development Approval
 - Submittal of plans for Building Permit
 - Start of Construction
 - Project Completion

4. Firm Experience

- a. Name of Lead Firm/Development Team
- b. Contact information, including primary contact individual(s);
- c. Number of years the firm has been in continuous practice;
- d. Total number of employees (If the firm has more than one office, list the number of employees in each office and designate the office where the majority of the work effort will take place);
- e. Number of employees by discipline or expertise. Include numbers of registered professionals

Provide information regarding the proposed team including the following:

- a. Project Team – List all firms that compose the project team and will have substantial input into the project success. At a minimum include the following team members:
 - Developer
 - Financier
 - Architect
 - Contractor
 - Environmental Consultant
- b. Team experience – List experience that the team has working together in the development, construction and management of electronic billboard signage.
- c. Other Projects - List other projects that demonstrate the firm's experience in complex projects. Organize the list by date.
- d. Project Approach – Provide a brief description (1 page maximum for each phase) of how your team will work together to complete each of the following project phases including any interaction with the District:
 - EIR process
 - Budgeting/Pro Forma/Financing
 - Design
 - Construction
 - Marketing

- Maintenance and Operations

5. Team Member Experience

Provide information/resumes for all key project team members including, at a minimum, the following:

- Project Executive
- Project Manager (District main point of contact if different than Project Executive)
- Sign/Architecture design lead
- Construction Project Manager/Superintendent
- Marketing Manager
- EIR Project Manager

List the following for each team member (1 page maximum for each person):

- a. Accurate description of proposed project role
- b. Educational credentials
- c. Number of years of retail design and/or construction in California
- d. Number of years of experience in retail design and/or construction overall
- e. Number of years with present firm
- f. DSA experience
- g. Specific project experience with similar projects where the team member played a significant role.
- h. Office location

NOTE: Information and experience requirements in this section of the proposal are applicable to the key development team members as well as for any specialty design or planning consultants that may be listed as part of the team. Key team members are those who will have substantive input to the project.

If a new entity is being formed, the experience of the partners or members should be discussed as well as which partners or members will be in operational control.

6. Price

All respondents must provide a description of how the project will be financed and MUST include the following information which will form the basis of the evaluation of the Price factor of the RFP:

- Preferred length of ground lease (the District prefers a

minimum of a 30 year ground lease).

- Guaranteed amount of annual ground lease payment
- Guaranteed amount of monthly rent to be shared with District on a monthly basis.

Price scoring will be based upon a standard deviation format. The Mean (μ) and the Standard Deviation (σ) for all proposed pricing will be calculated first. All pricing structures will then be scored as follows:

- The maximum 350 points will be assigned to any proposed price under the value of $\mu - 1(\sigma)$
- 340 points will be assigned to any proposed price above the value of $\mu - 1(\sigma)$ but under the value of $\mu - 0.5(\sigma)$
- 330 points will be assigned to any proposed price above the value of $\mu - 0.5(\sigma)$ but under the value of $\mu + 0.5(\sigma)$
- 320 points will be assigned to any proposed price above the value of $\mu + 0.5(\sigma)$ but under the value of $\mu + 1(\sigma)$
- 310 points will be assigned to any proposed price above the value of $\mu + 1(\sigma)$.

Proposer shall also provide a project development and operating pro-forma including a breakdown of the project concept's components, revenue and estimated development and construction costs, and other data and information about the project concept. The pro-forma shall be for the first ten years of the proposed real estate agreement (including both the construction period and the first years of operation).

NOTE: It is at the discretion of the Proposer to perform any and all necessary due diligence to determine project costs, including structural, mechanical, electrical, architectural, to make the development project viable and successful.

7. Lawsuits/Litigation: A listing of any lawsuit or litigation and the result of that action resulting from (a) any public operations undertaken by the Proposer where litigation is still pending or has occurred within the last five years or (b) any type of operations where claims or settlements were paid by the Proposer or its insurers within the last five years.
8. Capability to Perform (To be submitted in a separate, sealed envelope): The District reserves the right to consider the financial responsibility and reputation within the industry of each Proposer to determine if the Proposer has the apparent ability to successfully perform and complete all responsibilities that the Proposer may assume and undertake in connection with the

Fallbrook Retail Center. This information will remain confidential.

- a. Information required by the District includes, but is not limited to: Proposer's financial wherewithal; Proposer's business reputation; financial feasibility of Proposer's proposed operations; and Proposer's capability to timely contract for the design, construction and completion of the proposed project, and proposed preliminary financing approach.
 - b. The Proposer shall provide an audited financial statement or other comparable evidence of financial capability, in addition to any other information requested by the District reasonably necessary to establish the Proposer's financial capability.
9. Forms: Vendor shall compete, sign and submit the following forms, which are included in the RFP:
 - a. Non-collusion Affidavit
 - b. Hold Harmless Agreement
 - c. Workers Compensation Certification
 10. Insurance: A written statement of your company's ability to comply with the insurance requirements as set forth in General Conditions section of the RFP.

SECTION V

A. Evaluation Factors-Maximum Points

Each Proposal will be evaluated on the basis of the total number of points scored in the District's evaluation of the Proposal out of a total possible 1000 points:

Evaluation Category:	<u>Points</u>	<u>Weight</u>
Price Factor:		
1. PRICE	350	35%
Non-Price Factors:		
2. APPROACH TO PROJECT	250	25%
3. PROJECT SCHEDULE	100	10%
3. FIRM EXPERIENCE	150	15%
3. TEAM MEMBER EXPERIENCE	100	10%
4. CAPABILITY TO PERFORM	50	5%
TOTAL OVERALL POINTS	<u>1,000</u>	<u>100%</u>

B. Ranking Methodology

The ranking of the Proposals from “most advantageous” to “least advantageous” will be based on the point totals (the highest point total being the “most advantageous and lowest point total being the “least advantageous”) using the following formula to determine the score for the pricing component:

$$\text{Price Factor Score} + \text{Non-Price Factors Score} = \text{Total Points}$$

C. Evaluation Procedure

A Selection Review Panel of District staff will review the proposals and establish a list of finalists based on pre-established review criteria as noted above. The names of the Selection Review Panel members are not revealed prior to the interviews. The Selection Review Panel may interview the finalists. If interviews are conducted, the proposer should allow approximately 45 minutes for the interview, which includes a question and answer session. As part of the interview, the Project Manager must lead a 30 minute presentation before the Selection Review Panel.

Interviews are expected to be conducted October 30, 2019. Each Proposer is asked to keep this date open. No other interview dates will be provided.

The Selection Review Panel will evaluate the proposals. The rating and evaluation forms prepared by Panel members will not be revealed. The final decision is at the discretion of the District and is based on the scores, reference checks, pricing, and further analysis of the proposals including any risks associated with selecting any proposal.

D. Award

When the Selection Review Panel has completed its work, the District may recommend to the Governing Board Trustees of Palomar Community College District that it authorize negotiations with one or more Proposers at the November 12, 2019 Governing Board meeting. Negotiations may lead to an Exclusive Negotiating Agreement and subsequent Lease for the development of the property, which must be authorized by the Governing Board in its sole and absolute discretion at a future Board meeting to be determined.

**NOTICE TO REQUEST FOR PROPOSALS
PALOMAR COLLEGE FALLBROOK ELECTRONIC SIGN PROJECT
PALOMAR COMMUNITY COLLEGE DISTRICT**

NOTICE IS HEREBY GIVEN that the Palomar Community College District (District) of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than **2:00 pm on the 17th day of October, 2019**, sealed proposals for the award of a contract for:

**RFP #300-20
PALOMAR COLLEGE FALLBROOK ELECTRONIC SIGN PROJECT
FALLBROOK EDUCATION CENTER**

The District is accepting proposals for development and install of Electronic Billboard Sign at the Fallbrook Education Center at 35090 Horse Ranch Creek Road, Fallbrook, CA.

Proposal shall be delivered and addressed to Palomar Community College District, 1140 West Mission Road, San Marcos, CA 92069, Office of Contract Services, Room A-128, no later than 2:00 p.m., on October 17, 2019. Proposals shall be labeled "RFP NO. 300-20: Palomar College Fallbrook Electronic Sign Project". Proposals received after October 17, 2019 at 2:00 p.m., will not be considered and will be returned unopened.

This RFP defines the scope of services and outlines the requirements that must be met by Vendors interested in providing services. Before submitting a proposal; Vendors shall carefully examine the entire RFP and any addenda, thereto; fully inform themselves as to the facilities, conditions and limitations; and provide sufficient data to cover all items required by the contract.

Each submittal shall conform and be responsive to the Request for Proposal (RFP), a copy of which is on file and may be obtained by calling the District's Contract Services at (760) 744-1150, ext. 2697, or at the following website: <http://www2.palomar.edu/pages/businessservices/bids-rfps-and-rfps/>.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposal, the RFP or RFP process. No Vendor may withdraw their proposal for a period of sixty (60) days after the date set for the closing of proposals. District is an equal opportunity employer.

Questions regarding this RFP may be directed to Allen Young at (760) 744-1150, ext. 2697 or by email at ayoung@palomar.edu.

**BY THE ORDER OF THE GOVERNING BOARD OF THE
PALOMAR COMMUNITY COLLEGE DISTRICT**

Nancy Ann Hensch
Secretary of the Board

Publication Dates: September 5th and 12th, 2019
Publication: Daily Journal

CERTIFICATION REGARDING WORKERS' COMPENSATION

State of California 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:

1. By being insured against liability to pay compensation in one or more insurers duly write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, 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 or her employees.

I am aware of the provision 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 the code, and I will comply with such provisions before commencing the performance of work of this Contract.

Proper Name of Vendor

Signature of Authorized Agent/Officer

Date

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.

HOLD HARMLESS AGREEMENT

The Vendor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, or any nature whatsoever, which may be incurred by reason of:

Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, willful misconduct, or active negligence of the District, its officers, employees, agents or independent vendors who are directly employed by the District; and

Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract.

The Vendor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

SUBMITTED BY:

Proper Name of Proposer

Signature of Authorized Agent/Officer

Print Name of Authorized Agent/Officer

Print Title of Authorized Agent/Officer

DATE: _____

NON-COLLUSION AFFIDAVIT

State of California)
)
 County of _____)

I, _____ declare as follows:

That I am the _____ of _____,

the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the 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 any overhead, profit, or cost element of the proposal price, or of 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, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

 Proper Name of Proposer

 Signature of Authorized Agent/Officer

 Date