



# **REQUEST FOR QUALIFICATIONS FOR**

**RFQ 200-22  
ARCHITECT - Special Projects  
for HEERF-Funded**

**RFQ Deadline for Submittal:  
2:00 P.M., THURSDAY, NOVEMBER 18, 2021**

**Submit Electronically to:**

Debbi Claypool, Senior Contracts Administrator  
Office of Contract Services  
[dclaypool@palomar.edu](mailto:dclaypool@palomar.edu)

**and copy**

Chris Miller  
Director of Facilities,  
Facilities  
[cmiller@palomar.edu](mailto:cmiller@palomar.edu)

Palomar Community College District  
1140 West Mission Road  
San Marcos, CA 92069

**LATE QUALIFICATIONS WILL NOT BE ACCEPTED**

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## **REQUEST FOR QUALIFICATIONS**

NOTICE IS HEREBY GIVEN that Palomar Community College District, (hereinafter the "District") of San Diego County, CA, acting by and through its Governing Board, will receive no later than **2:00 p.m., on the 18<sup>th</sup> day of November, 2021**, responses to Request for Qualifications (hereinafter "RFQ") for the following:

### **NOTICE TO ARCHITECTS RFQ #200-22 Architects – Special Projects for HEERF-Funded**

**NOTICE IS HEREBY GIVEN** That the Palomar Community College District of San Diego County, California, acting by and through its Governing Board, will receive up to **2:00 p.m., on the 18<sup>th</sup> day of November, 2021**. RFQ responses from California licensed and qualified Architects that will furnish planning, design, design drawings, cost estimating, DSA-approved construction drawings and supplemental staffing as requested for construction administration, oversight and construction management for the District on a number of special projects including:

- Multiple HVAC System replacements on the San Marcos campus and Escondido Center
- Electronic access control systems on the San Marcos campus and Escondido Center
- Shaded outdoor dining space on the San Marcos campus
- Security fencing project at the Escondido Center
- Other miscellaneous special projects, and specially funded projects as assigned

Architectural services will be provided on a not to exceed cost basis on a year-to-year basis, for a total period of up to five (5) calendar years. It is expected that the "Special Projects Architect" will respond to all requests for services regardless of the size of the project.

Responses shall be received electronically at [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu) and a copy sent to [cmiller@palomar.edu](mailto:cmiller@palomar.edu) on the date and at the time stated above.

Each submittal shall conform and be responsive to the Request for Qualifications (RFQ), a copy of which is on file and may be obtained by calling the District's Contract Services at (760) 744-1150, ext. 2129, or at the following website: <http://www2.palomar.edu/pages/businessservices/bids-rfqs-and-rfps/>

All qualified firms and persons shall have current licenses as required to complete the design and engineering work, and each applicant shall furnish all required certificates of insurance and proof of financial responsibility as set forth in the RFQ. The District reserves the right to reject any or all applicants, and to waive any irregularities or informalities in the RFQ and RFQ process. District is an equal opportunity employer.

All applicants shall be screened and evaluated by a District committee and those applicants selected for the short list may be invited to attend an interview, at the applicant's own expense, at the District's San Marcos campus on a date and time to be scheduled.

Roberto Rodriquez  
Secretary of the Governing Board  
Palomar Community College District  
San Diego County, California

Publication: San Diego Union Tribune  
Publication Dates: October 18, 2021 & October 25, 2021

## **I. INTRODUCTION**

The Palomar Community College District (hereinafter District) is seeking responses to this Request for Qualification (RFQ) from California licensed and qualified architects to serve the district as the “Special Projects Architect”. Selection as the District Architect will not preclude the firm from competing for the design of major District projects. However, Prop M miscellaneous projects will be assigned to the future District Architect, the services for which will be awarded under a separate RFQ.

The District is seeking architectural firms RFQ responses from California licensed and qualified Architects that will furnish planning, design, design drawings, cost estimating, DSA-approved construction drawings and supplemental staffing as requested for construction administration, oversight and construction management for the District on a number of special projects including:

- Multiple HVAC System replacements on the San Marcos campus and Escondido Center
- Electronic access control systems on the San Marcos campus and Escondido Center
- Shaded outdoor dining space on the San Marcos campus
- Security fencing project at the Escondido Center
- Other miscellaneous special projects, and specially funded projects as assigned

Architectural services will be provided on a not to exceed cost basis on a year-to-year basis, for a total period of up to five (5) calendar years. It is expected that the “Special Projects Architect” will respond to all requests for services regardless of the size of the project.

It is the intention of the District to select one firm to serve as District Master Architect and in going forward with this RFQ and selection process, to retain the services of the best qualified professionals in the areas of our requirements.

The projects assigned to the “Special Projects Architect” will be primarily HEERF-funded, but in some cases this funding may be augmented or leveraged by Physical Plant and Instructional Support funding through the State Chancellor’s office. Therefore, it is mandatory for the “Special Projects Architect” to be:

- Registered with sam.gov
- Experienced with the State Chancellor’s guidelines for State funded projects
- Experienced with the Division of the State Architect (DSA) requirements

## **II. BACKGROUND**

Following the impacts of the COVID-19 pandemic, the Palomar Community College District has identified several projects that are necessary for improved indoor air quality, campus security, and socially distanced outdoor dining and gathering space.

The campuses consist of buildings that were constructed throughout the history of the College. It is the desire for all buildings to meet the ASHRAE Core Recommendations for Reducing Airborne Infectious Aerosol Exposure through enhanced ventilation, filtration and air cleaning.

With the new mix of in-person and online instruction, and the midsemester conversions from in-person to online, it has become increasingly difficult to ensure that the College has the correct rooms unlocked and/or locked at any given time. The intent is to provide electronic access control to all spaces that require daily unlocking and/or locking, while updating the lock pinning of the existing Schlage Primus system in the process.

The students have requested additional outdoor dining and gathering space that is both socially distanced and protected from the weather. Other considerations are power for charging devices, robust wireless internet service, and a designated area for food trucks. An area potentially available for this is north of the LRC Building on the San Marcos campus, although other options can be considered.

Without a large and consistent College presence at the Escondido Center, the Center needs to be secured during off hours. A fencing system would need to be integrated into the existing architecture with electronic gate access at each existing entrance.

Based on this information and the HEERF and State funding options available, the College has initially identified the projects listed in this RFQ.

#### **VIII. EQUAL OPPORTUNITY EMPLOYER**

The District is an equal opportunity employer and complies with all applicable State and Federal laws and regulations applicable to a public entity employer, including FEPC, EEOC, ADA, and all affirmative action laws and guidelines currently applicable to a California Community College District.

#### **VI. NON-COLLUSION**

By submittal and signing the response, the firm is certifying that the response document is genuine and not a sham or collusive, and not made in the interest of any person not named and that the firm has not induced or solicited others to submit a sham offer, or to refrain from responding.

#### **V. REJECTION AND WAIVERS OF RESPONSES**

This Request for Qualification does not commit the District to award a contract or to pay any costs incurred in the preparation of a response to this request. The District reserves the right to accept or reject any or all responses received; to negotiate with qualified firm(s) or cancel the request; and, to waive any minor irregularities and informalities in the response or RFQ process.

#### **VI. PUBLIC RECORDS ACT**

Responses to this RFQ will become the exclusive property of the District. At that time firm(s) hired and the decision is made public, all documents shall be considered public records. Exceptions to this policy will be those elements in each response that are defined by your firm as business or trade secrets and marked "proprietary" "trade secret" or "Confidential". The District shall not be held responsible for the disclosure of any business or trade secrets that are not clearly identified.

#### **VII. INFORMATION FOR RESPONDENTS**

Contact Information: Your contact person at the District in reference to this RFQ is Debbi Claypool, Senior Contracts Administrator, (760) 744-1150, ext. 2129, [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu).

RFQ Submittals: Deadline for submittals is November 18, 2021, not later than 2:00 PM. Please send (1) electronic copy of your respective RFQ response to [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu) and copy [cmiller@palomar.edu](mailto:cmiller@palomar.edu). **Mail** (1) complete electronic copy on a thumb drive in PDF format to

The Office of Contract Services, Attn: Debbi Claypool, Room A-130; Administration Building located at 1140 W. Mission Road, San Marcos, California 92069-1487 and labeled: *RFQ #200-22: ARCHITECT – Special Projects for HEERF Funded projects*. The District will not accept any responses after the deadline date & time. Also no oral, telegraphic, electronic, facsimile or telephone statements will be considered. The District **does not** require firms to submit a printed hard copy of the proposal

The District may reject as “non-responsive” any RFQ which is considered by the District at their discretion non-responsive to the material requirements of the RFQ.

Errors/Discrepancies/Questions/Clarification of RFQ: Any discrepancies, errors, questions or clarification pertaining to this RFQ should be directed in writing only to Debbi Claypool, Senior Contracts Administrator at [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu). 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 November 5, 2021. The last Addendum will be issued no later than Monday November 15, 2021.

Addenda to RFQ: If in the sole judgment of the District, any response to questions, discrepancies, clarification or errors which affects the RFQ 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/>. Prior to submittal of RFQ, please check above referenced website for any Addenda issued.

RFQ Response Cost: This Request for Qualification 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.

RFQ Modification/Cancellation: The District reserves the right to reject any and all RFQ submittals, to amend the RFQ and the RFQ 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 (Architect) for personal injury or property damage sustained in the performance of these services, however caused.

## **VIII. TYPE OF SERVICES REQUESTED**

The District is seeking firms to serve as Special Project Architect who are licensed in California, and can provide a wide range of architectural and engineering services with the requisite experience that includes but is not limited to:

Project design and construction; building remodels and renovation; sustainable design; energy efficient design and relevant incentive programs; utility and infrastructure upgrades; accessibility requirements and upgrades; successful DSA project experience: processing plans and specifications through DSA’s San Diego office including over-the-counter, back-checks, construction administration and successful project closeout/certification; Documented experience working with diverse college groups and governing agencies; successful team player during C/A phase; experience with the California Community College Chancellor’s Office; ability to bring a wide variety of

individuals, groups and administrators together and reach consensus; Minimum 5 years' experience in identified areas, in addition it is preferred, but not required that the Architectural firm has provided architectural services for at least 2 California Community Colleges.

Architectural services could potentially include a complete design team able to provide all necessary services to produce a DSA approved set of drawings including but not limited to:

Architectural, Civil Engineer, Structural Engineer, Electrical Engineer, Mechanical Engineer, Plumbing Engineer, Landscape Architect, Cost Estimator, life cycle costing, SWPP and any specialty consultants necessary for specific projects.

The remainder of this RFQ is divided into the following sections:

- SECTION I:       FORMAT FOR PREPARATION & PRESENTATION OF REQUEST FOR QUALIFICATION
- SECTION II:       SELECTION PROCESS
- SECTION III:      ATTACHMENTS:
  - A.   Insurance & Financial Responsibility Requirements
  - B.   Non-Collusion Affidavit
  - C.   Hold Harmless Agreement
  - D.   Certificate Regarding Workers' Compensation

## **SECTION I: Request for Qualification (RFQ) Format**

### **RFQ RESPONSE CONTENTS/FORMAT**

RFQ Response: All materials submitted in response to the RFQ shall be formatted for 8-1/2"x11" size pages, preferably in portrait orientation. All submitted materials must be submitted electronically via email and a mailed thumb drive – no printed materials are required.

Copies of RFQ Response: Each Respondent shall submit (1) original electronic copy of your respective RFQ response to [dclaypool@palomar.edu](mailto:dclaypool@palomar.edu) and copy [cmiller@palomar.edu](mailto:cmiller@palomar.edu). Please **mail** (1) complete electronic copy on a thumb drive in PDF format to The Office of Contract Services, Attn: Debbi Claypool, Room A-130; Administration Building located at 1140 W. Mission Road, San Marcos, California 92069-1487 and labeled: *RFQ #200-22 ARCHITECT-SPECIAL PROJECTS for HEERF Funded Projects*.

Added Materials: Respondents are not prohibited, but are discouraged, from submitting additional materials, not required in the RFQ Contents/Format. However, if a Respondent elects to submit additional materials, this documentation should be submitted separately from the information requested and labeled "Additional Information".

Contents of RFQ Submittal: Each respondent shall provide the following information in the order listed below:

**SCORING SECTION (A – P):** This section will be rated and assigned a point value; with a maximum score of 900 points.

Each respondent shall provide the following information:

- A. Letter of Introduction (No points): Brief letter of introduction on Architect's letterhead transmitting all required RFQ information.

B. General Experience (200): Provide a profile of experience for the Architect and all members of the team. This section shall include, but need not be limited to the following:

1. The Architect's experience with projects for California Community Colleges; (limit of 3 pages)
2. Resumes of all key members of the Architectural firm who would be working on these projects; how long the key members of the team have worked together and a list of projects that the proposed team has worked on and completed; (limit of 3 pages)
3. Provide a list of key consultants and engineering firms (no more than three per discipline) that you would recommend to include in your services as a resource on a project by project basis; (limit of 1 page)
4. Provide an experienced project manager to serve as the District's day to day point of contact. Please list the team member who will serve as the project manager and the length of time he/she has been with the firm. (limit of 1 page – this is in addition to the 3 pages allowed for team resumes in item B.2 above)

C. Expertise (100 points): The Architect's demonstrated Community College expertise involving the following: (limit of 8 pages)

Completed	Yes	No	Name of District	Year
1. HVAC projects.				
2. Access control projects.				
3. Outdoor dining and/or outdoor college spaces.				
4. Security fencing projects.				
5. Sustainable design.				
6. Energy efficient design and relevant incentive programs.				
7. Utility and infrastructure projects.				
8. Accessibility projects.				
9. DSA experience/expertise.				
10. Documented experience working with college groups and governing agencies.				
11. Successful team player during construction.				
12. California Community College Chancellor's Office experience.				
13. Ability to bring a wide variety of individuals, groups and administrators together and reach consensus.				
14. sam.gov registration				

D. Ability to incorporate various District priorities into the design of a project; i.e., aesthetic, functionality, ease of maintenance, durability, cost savings, etc. (50 points) (Limit of 2 pages)

E. Ability to plan and execute work effectively, meet deadlines, and strategies used in project design to enable construction using available funds. (100 points) (Limit of 2 pages)

- F. Description of the firm's approach to construction administration within a hard bid delivery method. (50 points) (Limit of 1 page)
- G. Information and references on public project work, preferably for Community Colleges, performed by the Architect. (The District will check references and may request that the listed references furnish additional references of respondent's work.) Please list any previous Palomar College projects. The District will automatically be a reference for any firm who has worked on or is currently working on a Palomar College project. (100 points) (Limit of 4 pages)
- H. List of General Contractor or Construction Manager as references for construction administration services including phone numbers, eight maximum. (50 points) (Limit of 1 page)
- I. Describe your firm's approach on handling small renovation projects such as those specifically listed within this RFQ. (75 points) (Limit of 1 page)
- J. Provide information on the types and amounts of insurance carried by the Architect, including GLC, automobile liability, Workers Compensation, and Professional Liability Coverage. (25 points) (Limit of 1 pages)
- K. Please list and submit in a sealed envelope marked "confidential", true copies of any judgments and any other evidence of liability that has been the result of alleged negligent design by the Architect or any of its current or former members during the past five (5) years preceding response to this RFQ. This information will not be made public but will be kept confidential by the District. (25 points) (No limit of pages)
- L. Any added value your firm can bring to Palomar College projects. (25 points) (Limit of 2 pages)

The District will evaluate the responses based on the qualifications, background, training, experience, and apparent reasonableness of the Architect's fee structure. The District retains the right to negotiate the final proposed fee schedule, prior to recommending any Architect or Team for a consulting contract.

**PRICING SECTION:** Submit proposed fees and costs in a separate sealed envelope (100 Points)

- A. A listing of hourly fees, inclusive of overhead and profit, for all members of your in-house Architect's team, including any support personnel whose time is billed directly to its clients.
- B. Proposed Fees shall include fees incurred working with District committees and making presentations to various College or community groups. Also, please include a statement of willingness (or not) to undertake designated projects for a flat fee for the project, i.e. "all inclusive" fee for all services, except for normal and customary expenses (per below), as requested within the Architect's professional discipline for a specific project, start to finish. Include a flat project rate fee in addition to your personnel hourly rate fee.
- C. Also include a statement of all normal and customary expenses, blueprinting, and



reproduction costs as typically billed directly to the Architect's clients. Identify any expenses that are not included in the design and CA fees.

- D. Provide authorization of the "Architect" and all principals thereof to allow the District to make oral and/or written inquiries of all references listed, regarding your qualifications, performance, reasonableness of fees and charges, and quality of final results.

<b>SECTION II - Selection Process.</b> The District's selection process is as follows:
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1. The selection committee shall screen and rate all of the RFQs that are submitted. Ratings shall be based on the following criteria set forth in Section I, items A through M, above. The District will then open the proposed fees and cost envelopes and rank the respondents in order by combined score of rating of criteria and costs.
2. The selection committee will select the short list of Architects that may be invited for presentation/interviews. The interviews will be forty five minutes in length. The Architects will have 25 minutes for a presentation and 20 minutes for questions and answers. The interview team must include the team staff that will be assigned to work with the District.
3. The interview portion will have a value of 100 points.
4. Based upon this process each team shall be rated in each category where professional services are desired. The highest rated Architectural firms may be invited to enter into contract negotiations with the District.
5. When the services and fees are agreed upon, the selected Architect shall be offered a consulting contract.
6. This Request for Qualification 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. The District reserves the right to accept or reject this response in part, or in its entirety.

All data, documents and other products used or developed during response to this RFQ remain the property of the Architect and not the District. Following entry into a satisfactory contract, all data, documents, drawings, calculations, and products developed by any Architects selected by the District, in the performance of its contract with the District, shall be the exclusive property of the District.

## **ATTACHMENT "A"**

### **INSURANCE AND FINANCIAL RESPONSIBILITY REQUIREMENTS**

Palomar has requirements mandating that independent contractors and providers of professional services have in place, and provide evidence thereof to Palomar, general liability insurance, workers compensation coverage, and professional liability insurance. The successful Architects under the instant RFQ shall provide to the Office of Counsel, Contracts & Special Projects of the District, certificates of insurance, naming the Palomar Community College District, and its officers, agents and employees as additional named insureds on policies that are current for the term of the agreement contemplated through this RFQ process.

#### **Comprehensive General Liability**

The Architect shall carry at its own expense, adequate comprehensive general liability insurance from a carrier admitted to write said insurance in the State of California, to protect the Architect, its principals, officers and employees, and the District, its directors, officers, agents and employees, from any and all claims, suits, actions of any nature for damage to property and for personal injury, including death, arising out of or in any way connected with the services provided under any agreement with Palomar. The coverage shall include, in addition, all automobiles operated by the Architect that are covered while going to and from the site of the performance of services to Palomar, and while operating motor vehicles on Palomar property. Limits of this insurance shall be a minimum of \$1,000,000 per occurrence, with aggregate of \$3,000,000 per policy year.

#### **Workers Compensation Coverage**

Architect, its principals and employees are independent contractors, and not employees of Palomar. As an independent contractor Architect shall carry workers compensation coverage with an approved provider in the State of California. The Architect shall defend and indemnify at its sole cost and expense, Palomar, its directors, officers, agents, and employees from and against all claims, demands, actions, and proceedings arising under the California Labor Code and/or regulations for workers compensation benefits, including disability claims for long term rating and compromise.

#### **Professional Liability Insurance (Errors and Admissions)**

Architect shall have in place, and keep in force, during the term of any agreement entered into hereunder; including tail coverage sufficient to cover all applicable statutes of limitation for the services rendered hereunder, professional liability insurance in an amount of \$1,000,000 per occurrence and an aggregate of no less than \$3,000,000. Architect and each of them individually, shall provide the following information to Palomar prior to entering into any agreement arising out of this RFQ:

- A. A statement of disclosure of all complaints filed against the Architect, any of its principals and employees, or any of them, with California State licensing authorities for their particular specialty/profession, at any time during the last five years immediately preceding Architect's response to this RFQ, and a brief discussion of the disposition thereof.

- B. A Dun & Bradstreet or similar report on the Architect for its business/profession, current as of the date of submittal of its response to this RFQ. (This information shall be sealed in the separate envelope and District shall keep it confidential). Financial Statements to include: Most recent and current Balance sheet, income statement, statement of cash flows, ,and any other pertinent information including current financial, liquidity, and activity ratios that serve to validate the firm's financial viability, stability and current profit/loss position.
- C. Reliable credit references, including one Banking reference for the Architect's business account activities for the past five years immediately preceding their submission of reply to this RFQ, including the execution of a written release in favor of District authorizing District, its authorized agents and employees to obtain Banking and credit status for the past five years immediately preceding their reply to this RFQ.
- D. Certification Regarding Debarment, Suspension or Ineligibility for Award. The following certification is applicable only to contracts for \$25,000 or more, which are funded by Federal funds. By signing this Agreement, Respondent certifies that:
  - (A) Respondent and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
  - (B) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**ATTACHMENT B**  
**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

**ATTACHMENT C**  
**HOLD HARMLESS AGREEMENT**

The Firm 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 Firm or any person, firm or corporation employed by the Firm 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 consultants 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 Firm, or any person, firm, or corporation employed by the Firm, 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 Firm, either directly or by independent contract.

The Firm, 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: \_\_\_\_\_

**ATTACHMENT D**  
**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 Proposer

\_\_\_\_\_  
*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.

Exhibit B – RFQ