



REQUEST FOR QUALIFICATIONS FOR

**RFQ 201-22
DISTRICT MASTER ARCHITECT**

**RFQ Deadline for Submittal:
2:00 P.M., TUESDAY, NOVEMBER 23, 2021**

Submit Electronically to:

Debbi Claypool, Senior Contracts Administrator
Office of Contract Services
dclaypool@palomar.edu

and copy

Ambur Borth
Assistant Superintendent / Vice President
Finance & Administrative Services
hsutton@palomar.edu

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

LATE QUALIFICATIONS WILL NOT BE ACCEPTED

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 23rd day of November, 2021**, responses to Request for Qualifications (hereinafter "RFQ") for the following:

NOTICE TO ARCHITECTS RFQ #201-22 Architects – District Master Architects

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 23rd day of November, 2021**. RFQ responses from California licensed and qualified Architects that will furnish Education and Facilities master planning, design, design drawings, cost estimating, construction drawings and supplemental staffing as requested for construction oversight to the District for a number of relatively small projects including new construction, remodels, ADA projects, development of swing space and other miscellaneous projects on a year-to-year basis, for a total period of up to five (5) calendar years. It is expected that the "District Master Architect" will respond to all requests for services regardless of the size of the project.

Responses shall be received electronically at dclaypool@palomar.edu and a copy to hsutton@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 25, 2021 & November 1, 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 District architect. Selection as the District Architect will not preclude the firm from competing for the design of major Prop M projects.

The District is seeking architectural firms that will furnish master planning, design concepts, cost estimating, State and local funding strategies, construction drawings and supplemental staffing for construction oversight to the District for a number of projects including new construction, remodels, ADA projects, development of swing space and other miscellaneous projects on a year to year basis, for a total period of up to five (5) calendar years. It is expected that the district 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 District is at the end of our Prop M bond program, and the following is partial list of some of the potential projects that could be assigned to the District Master Architect:

It is anticipated that the majority of projects that would be included under the District Master Architect contract would include support on the new Educational Master Plan 2034, creation of the new Facilities Master Plan 2034 and miscellaneous new, renovation, safety & security, infrastructure and maintenance projects funded by various sources and ranging in size from \$10,000 up to +/- \$5M in total project cost. It is anticipated that for any project with an estimated total project value greater than \$5M, selection of the design team would be done via a separate project RFQ/RFP.

II. BACKGROUND

The Palomar Community College District (hereinafter District) completed a comprehensive Educational and Facilities Master Plan in 2002, and has since updated the plan in 2010. As part of this planning process a number of facility needs were identified for the District. Through the process, the District identified the following needs: construction of new instructional and support buildings, modernization of existing buildings, infrastructure upgrades and the development of two (2) educational centers.

Based on this information and the funding options available, the Governing Board requested approval from the local electorate for a \$694 million bond issue. The Prop M bond program is approximately 80% completed. The District has qualified for State funding for two completed projects (Natural Sciences and Multidisciplinary buildings). The remaining funding available from Prop M is not sufficient to build out all projects in the current Master Plan.

The District will be developing new long-range Education and Facilities Master Plans starting this year (2021) and the District Master Architect is expected to provide assistance in developing both of those plans. These plans will form the basis of the next local general obligation bond that the District will submit to the voters for approval and for State funding.

Below is a link to the District's current Education and DRAFT Facilities Master Plan Update 2019:

https://www2.palomar.edu/pages/irp/files/2019/03/Final_Educational_Master_Plan_-_2022-2018-Update.pdf

https://www2.palomar.edu/pages/strategicplanning/files/2018/12/Palomar-FMP-Update-Framework_Draft-Dated-10.31.18_updated-12.5.18-for-web.pdf

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.

RFQ Submittals: Deadline for submittals is November 23, 2021, not later than 2:00 PM. Please send (1) electronic copy of your respective RFQ response to dclaypool@palomar.edu and copy hsutton@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 #201-22: DISTRICT MASTER ARCHITECT*. 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. 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 12, 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/>. Last Addenda will be issued no later than November 18, 2021. 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 District master 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:

Campus Educational and Facilities Master Planning; Experience in obtaining Center Status for Education Centers; New building design and construction; Building remodels and renovation; Sustainable design; Energy efficient design and relevant incentive programs including LEED and Living Building Challenge; 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, citizen oversight committees 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 served for at least 2 California Community Colleges as the district architect.

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

RFP 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 and copy hsutton@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 #201-22: DISTRICT MASTER ARCHITECT*.

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. Educational and Facilities Master Planning				
2. Obtaining Center Status for Education Centers.				
3. New building design and construction.				
4. Building remodels and renovation.				
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, citizen oversight committees 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. If applicable, experience as a district architect for a California Community College.				
15. If applicable, cite any experience acting in support, as an expert, in legal matters.				

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. Describe your firm's approach and level of effort in working with the District in creating a new Educational Master Plan and Facilities Master Plan including who would be participating and what their roles and responsibilities would be, etc. Include any examples where your firm brought added value to the process. (100 points) (limit of 2 pages)
- F. Description of the firm's approach to construction administration in hard bid and CM@Risk delivery methods. (50 points) (Limit of 1 page)
- G. Information and references on public project work, preferably for Community Colleges, performed by the Architect. Include a minimum of 7 projects (5 of which to be completed projects) and dates of completion, Architect members directly involved, budgets, and references. (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 and Program Manager where Program Manager is a person and/or firm responsible for the overall management of the District's building program when that person is from an outside consulting firm and not a District employee 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 (under \$200,00). (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. The District is committed to using the allocation guidelines provided by the California Community Colleges Facilities Unit (Chancellor's office JCAF 32 form).
- 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 inquires of all references listed, regarding your qualifications, performance, reasonableness of fees and charges, and quality of final results.

<u>SECTION II - Selection Process.</u> The District's selection process is as follows:

- 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 20 minutes for a presentation and 25 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