

## ADDENDUM #1 RFQ-200-22 ARCHITECT – Special Projects for HEERF-Funded

As per the directions in the RFQ package, the following question was submitted for clarification in accordance with section VII: Errors/Discrepancies/Questions/Clarifications of RFQ:

QUESTION (1): Will it be acceptable to hand deliver our thumb drive (In addition to email our PDF)?

RESPONSE: The Contracts Office is currently working remotely, if hand delivering, please put in envelope, reference the RFQ, Attn: Office of Contract Services and drop it off in the mailroom (Building A, Rm A-23).

QUESTION (2): If we do mail our thumb drive, is it required to **arrive** by the due date/time, or be **postmarked** before the due date/time?

RESPONSE: Postmarked by November 18, 2021

QUESTION (3): We have multiple comments and requested edits to Attachment A – Insurance and Financial Responsibility Requirements and to Attachment C – Hold Harmless Agreements. Is the language in these Attachments negotiable as we would not want to sign these as-is as part of this RFQ response?

RESPONSE: As stated in the RFQ, the College reserves the right to reject any response that the College deems "non-responsive" to the material requirements of the RFQ. However, the RFQ also allows the College to waive any minor irregularities in the responses. Thus, the College will consider any changes proposed to the terms required by the RFQ, including the Insurance and Financial Responsibility Requirements and the Hold Harmless Agreement through its assessment process once responses are submitted. Upon receipt of any response with proposed changes to these provisions, the College will determine if such changes constitute a material changes that justifies rejecting the response as non-responsive.

Thus, responders can submit proposed changes to these provisions. The College will consider any proposed changes on an individual basis but reserves the right to reject any proposal with any changes to these provisions as "non-responsive." However, the College highly encourages all respondents to accept these provisions in their current form as they generally include requirements that the College considers material to the terms of the agreement. The College will not respond to questions about whether specific changes are considered minor irregularities or grounds for dismissing the response and non-responsive. The College will make this determination once the respondents are received. Thus, again, the College highly encourages architects to refrain from making any changes to these provisions but will consider them on an individual basis.

The information above is added to RFQ #201-22

Date issued: November 9, 2021

Ambur Borth, Assistant Superintendent, Vice President

Finance and Administrative Services

Palomar Community College District

## Addendum #1 - RFQ 200-22

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