



PALO VERDE COLLEGE

WHERE KNOWLEDGE TAKES ROOT AND OPPORTUNITY GROWS

**REQUEST FOR QUALIFICATIONS (RFQ)
AND
CONTRACT DOCUMENTS**

FOR

ARCHITECTURAL SERVICES
FOR
CAMPUS-WIDE MEASURE P
FACILITIES PROJECTS

NOVEMBER 11, 2016

PALO VERDE COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE SERVICES
ONE COLLEGE DRIVE
BLYTHE, CALIFORNIA 92225

REQUEST FOR QUALIFICATIONS (RFQ)

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NOTICE TO OFFERORS

Proposals for **RFQ, Architectural Services for Campus-Wide Measure P Facility Projects**, as described herein, will be accepted by Palo Verde Community College District (District), **until 4:00 P.M., December 9, 2016**. Any changes to this RFQ are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the District's copy shall prevail. All addenda and notices related to this solicitation will be posted by the District on Purchasing's website at <http://www.paloverde.edu/business/purchasing/default.aspx>. In the event this RFQ is obtained through any means other than the District's distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFQ document. The submission should be prepared simply and economically, providing straightforward, concise delineation of your firm's capabilities to satisfy the requirements of this RFQ. Emphasis should be on organization, completeness and clarity.

To assure consideration, all proposals shall be made on the RFQ Forms included or as directed. To facilitate the evaluation process **one (1) original AND six (6) copies of the proposal shall be provided, AND an electronic copy of the proposal as a PDF document on a CD or USB Drive**. All proposals shall be **written in ink or typed on 8½" x 11" paper, 12 point Arial font with 1" page margins on all sides**. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal. This submission is **limited to fifty (50) pages**. The Letter of Transmittal, District Standard Forms, Table of Contents, dividers, and resumes shall not count towards the 50-page limit.

Delivered proposals shall be enclosed and sealed in an envelope or container clearly marked **RFQ for Architectural Services for Campus-Wide Measure P Facility Projects** and addressed to Palo Verde Community College District, Administrative Services. **Proposals may be delivered in one of the following methods:**

- **Hand delivered to:**
Palo Verde Community College District
Administrative Services
Attention: Stephanie Slagan
1 College Drive
Blythe, CA 92225

- **U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:**
Palo Verde Community College District
Administrative Services
Attention: Stephanie Slagan
1 College Drive
Blythe, CA 92225

EMAIL OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

PROPOSALS DELIVERED TO OTHER THAN THE ABOVE STATED ADDRESS WILL BE REJECTED AND RETURNED TO THE OFFEROR UNOPENED. It is the Offeror's sole responsibility to ensure that his/her proposal, inclusive of any or all addenda, is received to the proper place at the proper time. Postmarks will not validate proposals which arrive after the deadline date/time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Offeror unopened.

Proposals may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFQ prior to the scheduled closing time for receipt of proposals.

Section 1 – Project Introduction and Overview

1.1 General Overview

Palo Verde College, located on the banks of the Colorado River in the agriculturally fertile Palo Verde Valley of southeastern California, opened its doors in 1947 to just 17 students. Over the years the college grew, and in 2001 moved to its current 200 acre campus on the mesa overlooking the city of Blythe, California.

Palo Verde College supports an exemplary learning environment with high quality educational programs and services, and is currently the college of choice for thousands of students of all ages and backgrounds. Students attend classes from early morning to late evening and weekends taking advantage of a wide variety of courses including career and technical, transfer, developmental, and continuing education.

In 1999 Palo Verde Community College District expanded to include the eastern part of San Bernardino County and the City of Needles. The Palo Verde College Needles Center occupies the historic Claypool Building which was renovated over a five year period and restored to its classic architectural features inside and out. The newly renovated Needles Center opened its doors on June 18, 2009 and is now home to a 21st century learning environment outfitted with cutting edge technology throughout.

On November 4, 2014, the citizens within the District supported and passed a \$12.5M bond, known as Measure P. The bond measure addressed the need to upgrade classrooms, prepare students for four-year universities/high skilled good paying jobs, improve facilities for career technical education, support veterans, nursing, agriculture programs, and reduce campus debt.

In 2016, the District developed and improved an updated Facility Master Plan. With this community support the District expects to conduct classroom upgrade projects at our college over the next 2 years.

1.2 Purpose of Request for Qualifications

Palo Verde Community College District (“District”) desires to establish a pool of architectural firms that will be given an opportunity to be selected to perform services for one or more individual projects. The District encourages individual responses from architects that are qualified for the scope of services defined in this document. The requirements are further described in Section 2 – Scope of Work and Technical Specifications.

The terms and conditions contained herein constitute the full and complete understanding of the parties. However, should your firm request additional contractual terms and conditions for consideration, such requests must be clearly identified on Exhibit D and submitted at the time of proposals. No additional terms and conditions will be accepted following receipt of proposals, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

It is the intent of the District to receive responses to the RFQ and, if appropriate, conduct individual interviews in order to select a firm which, in the opinion of the District, is best suited to perform the work. The purpose of this RFQ, therefore, is to provide the District with the information necessary in order to select this firm. Following receipt of proposals the District may, at its discretion, elect to shortlist to a select few to participate in the interview stage of the selection process.

The District desires to establish a pool of firms that will be given an opportunity to be selected to perform services for one or more individual projects. The architects who become members of the design pool will be chosen to perform specific project designs based upon the following:

- The best qualified firm for a specific project type
- Available resources at time of award of project commission

- Final design fees proposed by consultant and negotiated by the District
- Prior experience in the particular project type
- Specific design and construction administration team

Firms that have been selected to be in the design pool will be issued a master agreement contract for **two (2) years, with three (3) one-year renewal options**, exercised at the sole discretion of the District. Furthermore, the District reserves the right to add, delete, or otherwise modify the design pool at its sole discretion.

Notwithstanding other provisions of this RFQ, Offeror is hereby advised that this RFQ is an informal solicitation of proposals only. It is not intended, nor is it to be construed as engaging in formal competitive bidding.

1.3 Project Specific Dates

The following table identifies the estimated dates/time frame for receipt, evaluation, and award of this work. Please note the following key dates when preparing your response to this RFQ.

Description	Date*
Release of RFQ	November 11, 2016
Last day for Offerors to submit questions	November 28, 2016
Last day for District to respond to questions	December 2, 2016
PROPOSAL DUE	December 9, 2016
Interviews	January 9-10, 2016
List of Qualified Contractors	January 10, 2016
Contract Negotiations	Ongoing
Contract Execution	Ongoing

*The dates referenced above are subject to change with or without notice.

1.4 SELECTION PROCESS AND PROPOSAL EVALUATION

The process to be used to make a recommendation for Proposer selection will be as follows:

- a. The District will review and evaluate all responsive proposals received to develop a short list of firms who will be evaluated further. Incomplete proposal(s) may be rejected as non-responsive.
- b. An Evaluation Team will conduct oral interviews of short listed firms.
 - i. There will be a minimum of one interviews.
 - a) First interview: Presenting on results and accountability and Includes RFQ submission; a priority list of projects your firm is most qualified in pursuing; addressing your firm’s design approach to each project, proficiency and understanding of the user’s/District’s expectations, design schedule, and cost control
 - ii. Those firms selected from the interview will compose the “design pool of firms”
 - iii. Additional interviews will be project specific
 - iv. The District may request short listed firms to make an oral/visual presentation in connection with the oral interview

- v. Presentations by selected firms shall be made by the same project team personnel who will be assigned to the project(s)
- c. Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. When evaluating best and final offers the previous criteria will be used as well as the following additional criteria:
 - i. The Best and Final proposal is amended as instructed in discussions and Best and Final instructions
 - ii. The proposed amendments are responsive, reliable, and produce the outcome expressed by District

1.5 EVALUATION CRITERIA

Firms that best meet the needs of the District, to include, but not limited to, the following criteria will be considered most qualified:

- a. Responsiveness of the submission
- b. Understanding of the District's educational goals, objectives, and management methods
- c. Qualifications and expertise of the firm, team members, and sub-consultants
- d. Ability to provide superior support in construction and multiple project coordination
- e. Location of the firm's offices and/or employees in proximity to the District
- f. Location of the firm's consultants in proximity to the District
- g. Ability to maintain an agreed-upon design schedule
- h. Ability to keep project designs within defined budgets
- i. Client references
- j. Techniques of quality control for all project documents
- k. Knowledge of applicable State and local requirements
- l. Reliability and continuity of the firm and project team
- m. Costs

Section 2 – Scope of Work and Technical Specifications

1. **Overview of Scope of Work.** The District is seeking firms to provide architectural services for existing facilities and new additions. The services to be rendered include general architectural, civil work, landscaping, mechanical/electrical design, fire/life safety, ADA compliance, and estimating. The projects may include:

A. Phase 1:

i. Project 1 – First Floor Class / Lab Renovation

1. Estimated Program Cost: \$100,000
2. Scope: Remove 2 walls and construct one new one to increase the size of the classrooms. See page 160 of facilities plan.
3. Schedule: Summer 2017

ii. Project 1 - Second Floor Class/ Lab Renovation

1. Estimated Program Cost: \$ Included in cost above
2. Scope: Remove one wall
3. Schedule: Summer 2017

B. Phase 1:

i. Project 2 – First Floor College Services Renovation

1. Estimated Program Cost: \$20,000
2. Scope: Reorganize and repaint rooms to accommodate all of student services
3. Schedule: Summer 2017

ii. Project 2 – Second Floor College Services Renovation

1. Estimated Program Cost: \$250,000
2. Scope: Build two walls and organize area to accommodate the move of the business office to this location from the first floor.
3. Schedule: Summer 2017

C. Phase 2:

i. Project 3 - Needles Center Mezzanine Renovation

1. Estimated Program Cost: \$500,000
2. Scope: Complete an area of 1,500 sq feet.
3. Schedule: Start of construction mid 2017

2. **Project Budget and Funding Sources.** The funding source is through the District's Measure P, \$12.5M General Obligation Bond. Along with, where applicable, funds through a State Bond with project(s) with approved FPPs.
3. **Project Schedule.** It is anticipated that design services for the first group of projects will commence in late 2016 / early 2017. Design and construction schedules are tentative and are noted above.

4. Architect Responsibilities. The District will retain architects with responsibilities to provide the range of services described below. The firms shall be required to perform the normal services required under Title 24 of the California Code of Regulations for the complete design and approval (including incorporation of mechanical, electrical, civil, and other design disciplines as required), cost estimation, and state submittal processes in conjunction with the District's staff and District's program/construction manager.

- A. Initial planning and site review.
- B. Review and implementation of owner-building standards.
- C. Development of program and preliminary project development.
- D. Interact with the various oversight committees including soliciting input and providing regular verbal and written reports.
- E. Schematic design and design development.
- F. Preparation of preliminary site plans, renderings and other perspectives as requested by the District.
- G. Coordination of schematic and design development with site-based oversight committee and District staff.
- H. Preparation of construction documents.
- I. Preparation of plans, specifications and bid documents in a manner that allows phasing where necessary.
- J. Submit and obtain approval of documents to DSA and any other agencies that may require review including completing corrections and submitting final approved plans.
- K. Assist District in the bidding and awarding of construction contracts including preparing necessary bidding instructions, attending pre-bid conference(s), answering bid questions and preparation of bid addenda.
- L. Provide construction administration services to include response to RFIs, shop drawing submittals, recommend approval of payments, construction observations, attending project meetings, the change order process, commissioning procedures, punch list generation and follow-up, review and approval of contractor submitted close-out documents and close-out with State agencies.
- M. Utilization of AutoCAD, Revit and similar computer design systems for the development of computer aided drafting and 3D modeling.
- N. Utilization of Prolog Converge (web-based management software) for all RFIs, submittals, logs, change orders etc., as provided by the District's construction manager.
- O. Obtain project closeout with DSA.

5. Insurance Requirements. Architects shall maintain in force, during the full term of any contract awarded pursuant to this RFQ insurance as described below or as further identified by District in an agreement awarded pursuant to this RFQ. The Architect is not required to provide proof of insurance until final selection and negotiations begin. Firms that fail to provide required insurance at that time may be eliminated during contract negotiations.

- A. Workers Compensation, with Employer's liability limits not less than \$1,000,000.00 each accident;
- B. Comprehensive General Liability Insurance with limits not less than \$2,000,000.00 each occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, independent contractors, broadloom property damage, products and complete operations coverage;
- C. Comprehensive or business automobile liability insurance with limits not less than \$1,000,000.00

each occurrence combines single limit for bodily injury and property damage, including owned, non-owns and hired auto coverage's, as applicable;

- D. Professional liability insurance with limits to \$2,000,000.00 each occurrence for errors or omissions arising out of all professional services performed under the contract.

Comprehensive general liability, comprehensive and business automobile liability insurance policies shall be endorsed to provide the following:

The policy shall indemnify and hold harmless, Palo Verde Community College District, its officers, agents, employees, and members of commissions, as well as the Program / Construction Manager, its officers, agents, employees, and volunteers.

Policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of this contract, and insurance applies separately to each insured against whom claim is made of suit is brought.

Certificates of insurance, in form and with insurers satisfactory to District, evidencing all coverage's above shall be furnished to the District prior to the award of contract and before commencing any operations under this contract, with complete copies of policies promptly delivered to construction manager upon request.

- 6. Resources.** The architect will be required to use his/her own office and facilities. Use of District facilities such as desks, telephone, and conference space will not be available. District will provide staff as necessary for coordination. The architect will be required to be on site as necessary during the contract period as defined in an Agreement. No District resources in terms of personnel, facilities, or equipment will be allocated.

Section 3 –Proposal Requirements

3.1 Proposal Format and Content

The emphasis of the Proposal should be on responding to the requirements set forth in the Request for Qualifications. Therefore, the proposal should be organized and indexed in the format listed below and include a detailed description of the approach and methodology proposed for the services to be provided with all necessary information for the District to effectively evaluate the Proposal. Within each section of their proposal, offerors should address the items in the order in which they appear in this RFQ.

All forms provided in the RFQ shall be thoroughly completed and included in the appropriate section of the proposal.

To facilitate the evaluation process **one (1) original AND six (6) copies of the proposal shall be provided, AND an electronic copy of the proposal as a PDF document on a CD or USB Drive.** All proposals shall be **written in ink or typed on 8½” x 11” paper, 12 point Arial font with 1” page margins on all sides.** Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the proposal. This submission is **limited to fifty (50) pages.** The Letter of Transmittal, District Standard Forms, Table of Contents, dividers, and resumes shall not count towards the 50-page limit.

Any proposal that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

Format

1. LETTER OF TRANSMITTAL

- 1.1 identify the submitting organization;
- 1.2 identify the name and title of the person authorized by the organization to contractually obligate the organization;
- 1.3 identify the name, title and telephone number of the person authorized to negotiate the contract on behalf of the organization;
- 1.4 identify the names, titles and telephone numbers of persons to be contacted for clarification;
- 1.5 explicitly indicate acceptance of the terms and conditions as stated in this RFQ;
- 1.6 be signed by the person authorized to contractually obligate the organization, and;
- 1.7 acknowledge receipt of any and all addenda to this RFQ. The signed addenda shall be placed behind the Letter of Transmittal

2. COMPANY QUALIFICATIONS. Provide a brief history of your firm including:

- 2.1 **Legal Entity.** Describe the legal entity under which your organization operates.
 - If your firm is a corporation; provide the date of incorporation, state(s) of incorporation filed, president's name, vice president's name(s), secretary's name, and treasurer's name.
 - If your firm is a partnership or joint venture; provide the date of organization, type of partnership or venture, names of general partners and limited partners. Joint ventures are to provide an explanation why they are associating.
 - If your firm is a sole proprietor, provide the date of organization and the name of the owner.
 - Indicate the year your organization was founded under the present name.
 - List any other former names under which the organization has operated.

- If your organization operates from more than one location, indicate the office from which the proposed project will be served.
- Indicate total years of experience the firm has in college design and construction in California.
- Indicate location of office in which work will be performed.
- List basic services provided by the firm.
- Indicate total number of current higher education projects and dollar value in progress in the office at this time.

2.2 Local Business/Business Type Participation. The District strives to support our local community, and as such would like to see how the firm(s) selected plan to utilize local entities in support of this intent. Identify the consultant's location and business type, such as, minority-owned, women-owned, disabled veteran owned, if applicable.

2.3 Fee Schedule. A basic fee schedule detailing standard hourly rates for the following, as applicable to your firm:

- Principal
- Senior Project Director
- Project Director
- Project Leader/Technical Leader
- Senior Project Manager/Architect
- Project Manager/Architect
- Education Facilities Planner
- Project Coordinator
- Drafter
- Senior Construction Administrator
- Construction Administrator
- Construction Administration Support
- Design Director
- Design Leader
- Senior Project Designer
- Project Designer
- Designer
- Senior Interior Designer
- Interior Designer
- Cost Estimator

2.4 Litigation/Arbitration/Termination in the last seven (7) years. If you have been a party in any litigation, mediation, arbitration with an owner, or if you have been terminated for cause, describe each event in detail and indicate the final results. Additional backup may be included in an Appendix.

3. SPECIFIC PROJECT EXPERIENCE AND REFERENCES. For those staff members to be committed to this project, describe all similar relevant college projects **completed by your firm.** For each project listed, indicate the project name, description of facility, location, owner, owner contact name and **current** phone number, contractor/CM name with **current phone number**, construction cost, and change order cost/percentage, separated by: field issue, E&O, Owner-requested change, and unknown condition.

3.1 Relevant projects in progress. Provide a list of relevant projects currently in progress or under contract and specify the delivery method.

3.2 Relevant projects completed. Provide a list of relevant projects completed in the last seven (7) years and specify the delivery method.

3.3 **DSA Closeout.** Identify projects in which your firm served as Architect of Record, currently not closed out with DSA, how long and reason(s) for not being closed.

4. PROJECT TEAM.

4.1 **Organization Chart.** Provide an organization chart showing all firms, responsibilities, and relationships, as well as the organizational relationship of individual team members.

4.2 **Consultants.** Provide a list of any proposed consultants and the services that they will perform. List the names, California Registration/License Numbers, business address, phone numbers, fax numbers, e-mail address, date established, and time associated with the firm. Include relevant college experience and the business type. Consultants to include: structural, mechanical, electrical, plumbing, estimating, civil, and landscape.

4.3 **Resumes.** Provide resumes for each member of the proposed project team. At a minimum, firms must identify the Principal(s) in Charge, Senior Staff Members, and Project Architect. Resumes must, at a minimum, include the following:

- Number of years employed by firm
- Identify employees that reside within Palo Verde Community College District
- Education
- Licenses
- Relevant technical experience
- A list of projects worked on, at what capacity they were involved and the dates personnel were assigned to the project

It is acceptable to provide multiple project team options (consultants and key staff) for differing project types

5. TECHNICAL CAPABILITIES.

5.1 **State and local agencies.** Describe your organizations familiarity with the procedures and requirements of the following state and local agencies and their approval process:

- Chancellor's Office
- DSA
- Department of Toxic Substance Control
- CCC/IOU Partnership

5.2 **Project approach.** Provide a statement of the firm's project approach to the work.

- Describe the firm's approach to
 - owner-furnished program and scope of work
 - documenting and verifying as-built conditions
 - sustainable design
 - quality control and document coordination
 - interfacing with district staff and program / construction manager
 - selection of sub-consultant team
 - establish and maintaining program / design schedule
 - establish and maintaining construction budget
- Describe the firm's method of response to District requested program design changes, to field clarifications, and to change requests.
- Describe the firm's role with close-out, completion of construction and commissioning.

6. **UNIQUENESS/DIFFERENTIATOR.** Explain how your organization's project approach and relationship with state and local agencies differentiates your firm from other firms.
7. **CONFIDENTIALITY AGREEMENT (Exhibit A)**
8. **CERTIFICATION OF NON-DISCRIMINATION (Exhibit B)**
 - 8.1 Completed and signed by authorized representative;
9. **NON-COLLUSION AFFIDAVIT (Exhibit C)**
 - 9.1 Completed and signed by authorized representative;
10. **ADDITIONS, DELETIONS AND/OR EXCEPTIONS (Exhibit D)**
 - 10.1 If Offeror wishes to add, delete and/or take exception to any of the terms of this RFQ, they must be stated on the "Additions, Deletions and/or Exceptions" form provided in this RFQ;
11. **ADDITIONAL MATERIAL (optional)**
 - 11.1 Offerors may include other materials that they feel may improve the quality of their responses so long as it meets with the submission requirements above.

Offerors are encouraged to review all documents prior to proposal submittal, as withdrawal or correction may not be permitted after the proposal has been opened. The cost for developing the proposal is the sole responsibility of the Offeror. All proposals submitted become the property of the District.

All proposals shall be signed and the title and firm name indicated. A proposal by a corporation shall be signed by an authorized officer, employee, or agent with his or her title.

An Offeror deviating from scope of work must specify any and all deviation(s) on Exhibit D. Failure to note said exceptions shall be interpreted to convey that the Offeror shall propose to perform in the manner described and/or specified in this solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified by the Offeror as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

3.2 Request for Clarification/Information (RFC/RFI)

Questions regarding the meaning of the Scope of Work, Technical Requirements, or other proposal documents shall be directed to **Stephanie Slagan, Fiscal Services Specialist** at stephanie.slagan@paloverde.edu or faxed to 760-922-0230. To be given consideration, request(s) must be in writing and received by the date listed on the RFQ Events Schedule for "Last Day for offerors to submit questions". Any and all such interpretations and any supplemental instructions will be posted Purchasing's website at <http://www.paloverde.edu/business/purchasing/default.aspx> not later than the date fixed as "Last Day for District to answer questions". All addenda so issued shall become part of the contract documents. **Under no circumstances may the Offeror contact administrators, members of the evaluation team, or members of the Board of Trustees. If a prior relationship exists between the Offeror and the District, Offeror may only discuss matters for which the firm is contracted. Failure to comply with this provision may deem the Offeror's proposal as non-responsive.**

3.3 Addenda

The effect of all addenda to the RFQ documents shall be considered in the proposal, and said addenda shall be made part of the RFQ documents and shall be returned with them. Before submitting a proposal each offeror shall ascertain whether or not any addenda have been issued. Failure to include any such addenda in Offeror's proposal may render the proposal invalid and result in its rejection. **Offerors are primarily and ultimately responsible for ensuring that they have received any and all Addenda.** To this end, each Offeror should access Purchasing's website at <http://www.paloverde.edu/business/purchasing/default.aspx>.

3.4 Request for Proposal (RFQ) Submittals

In the case of Request for Qualifications (RFQs), it should be noted that the documents submitted by prospective offerors are informal sealed proposals and not competitive sealed bids. By their nature, proposals will include a number of variables that will vary based on the complexity of the service addressed within the proposal.

When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any Offeror's information to competing Offerors prior to the award of any contract pursuant to this RFQ. At that time, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the Offeror's most favorable terms from a price and technical standpoint.

3.5 Award of Contract

All submissions received by the due date and meet the requirements above will be reviewed by the District. The firms considered by the District to be most qualified based upon, but not limited to the criteria stated, will be added to the District's pool of prequalified firms. The District reserves the right to determine the final size of the pool. The District reserves the right to assign individual or multiple projects to members of the design pool or have firms interview and compete for the balance of Measure P projects as they become available.

The District reserves the right to select firms which, in its sole judgment, best meet the needs of the District. The District reserves the right to accept or reject any and all submissions, or any portion or combination thereof, to contract services with whomever and in whatever manner the District decides, to abandon the services entirely, to award on the basis of the total submission, and to waive any informality or non-substantive irregularity, as the interests of the District may require. Should the District elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The award of a contract is at the sole discretion of the District.

The District is not obligated to explain any deficiencies in their recommendation, nor accept requests for justification from firms not selected. All submission materials become the property of the District. Submissions may be withdrawn by the firm submitting the qualifications at any time prior to the due date and time.

The District may make such investigations as it deems necessary to determine the ability of the Offeror to provide the goods and/or service as specified, and the Offeror shall furnish to the District, as is commercially reasonable, all such information and data for this purpose. The District may discuss or negotiate with one or more firms prior to award and reserves the right to reject any proposal.

An evaluation committee will evaluate the merits of proposals received in accordance with the evaluation factors stated in the RFQ and formulate a recommendation. However, while a numerical rating system may be used to assist the evaluation committee in selecting the competitive range (if necessary) and making an award recommendation decision, the award decision is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposal using the factors and their relative weights disclosed in the RFQ.

Upon acceptance by District, a purchase order or contract will be issued to the successful Offeror and shall be deemed to result in a binding contract incorporating the solicitation, proposal, and terms and conditions contained herein without further action required by either party. Items are to be furnished as described in the RFQ and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

Section 4

**PALO VERDE COMMUNITY COLLEGE DISTRICT
One College Drive
Blythe, CA 92225
(760) 921-5500**

AGREEMENT FOR ARCHITECTURE SERVICE

This AGREEMENT made this _____ day of _____ between:

CLIENT: **PALO VERDE COMMUNITY COLLEGE**, hereinafter referred to as the “**DISTRICT**”, having principal place of business at One College Drive, Blythe, California, 92225

and CONSULTANTS: **[INSERT NAME]** hereinafter referred to as the “**ARCHITECT**”, having principal place of business at **[INSERT ADDRESS AND PHONE NUMBER]**

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will become effective _____ and will continue in effect through _____ (on an as needed basis) unless terminated in accordance with the provisions of this agreement.

ARTICLE 2. INDEPENDENT CONSULTANT STATUS

Section 2.01. It is the express intention of the parties that ARCHITECT is an independent contractor and not an employee, agent, joint venture or partner of DISTRICT. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the DISTRICT and ARCHITECT or any employee or agent of the ARCHITECT. Both parties acknowledge that CONSULTANT is not an employee for state or federal tax purposes. CONSULTANT shall retain the right to perform services for others during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

Section 3.01. ARCHITECT agrees to provide Architectural Services on an as needed basis, according to the proposal documents attached

ARCHITECT shall have the right to refuse to perform specific requests by DISTRICT to provide these services.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by ARCHITECT, DISTRICT agrees to pay ARCHITECT [\$ ENTER DOLLAR AMOUNT] per hour no to exceed [ENTER DOLLAR AMOUNT]

Invoices

Section 4.02. ARCHITECT shall submit invoices for all services rendered (with copies attached providing proof of completed service or product).

Date for Payment of Compensation

Section 4.03. ARCHITECT shall be paid within 30 business days on undisputed invoices. Should the DISTRICT dispute any portion of an invoice or services rendered, the 30 day deadline will be suspended until the dispute is resolved.

SECTION 5. OBLIGATIONS OF ARCHITECT

Workers' Compensation

Section 5.01. ARCHITECT agrees to provide worker's compensation insurance for ARCHITECT's employees and agents and agrees to hold harmless and indemnify DISTRICT for any and all claims arising out of any injury, disability, or death of any of ARCHITECT's employees or agents.

Tools and Instrumentalities

Section 5.02. ARCHITECT is not required to purchase or rent any tools, equipment or services from District.

Indemnification of Liability

Section 5.03. To the fullest extent permitted by law, ARCHITECT shall defend, indemnify and hold harmless the DISTRICT, and its officials, agents, volunteers and employees ("indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of ARCHITECT's performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in part by an indemnified party. This includes, but is not limited to, claims, damages, losses and expenses arising from injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, ARCHITECT shall not be obligated to indemnify an indemnified party for liability due to willful misconduct, active negligence, or sole negligence for which that indemnified party is legally responsible.

Assignment

Section 5.04. Neither this agreement nor any duties or obligations under this agreement may be assigned by ARCHITECT without the prior written consent of DISTRICT.

Confidentiality

Section 5.05. The ARCHITECT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: student records, personnel records, unpublished or sensitive technological or scientific information; anticipated requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; and DISTRICT operational procedures.

State and Federal Taxes

Section 5.06. As consultant is not DISTRICT’s employee, ARCHITECT is responsible for paying all required state and federal taxes. In particular:

- DISTRICT will not withhold FICA (Social Security) from ARCHITECT’s payments.
- DISTRICT will not make state or federal unemployment insurance contributions on Consultants behalf.
- DISTRICT will not withhold state or federal income tax from payment to ARCHITECT.
- DISTRICT will not make disability insurance contributions on behalf of ARCHITECT
- DISTRICT will not obtain workers’ compensation insurance on behalf of ARCHITECT.

Insurance

Section 5.07. ARCHITECT shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should ARCHITECT maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the DISTRICT and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

Section 5.07.1 Professional Liability insurance with limits not less than \$1,000,000 per occurrence and in the Aggregate. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by ARCHITECT in this Agreement and shall include, but not be limited to, coverage for claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress,. The policy shall protect the DISTRICT for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Section 5.08. This coverage shall contain an Extended Period of Indemnity no less than 90 days from the date of expiration of the policy.

Section 5.09. Should any of the insurance policies contain either a deductible or self-insured retention, the ARCHITECT shall be responsible to pay that deductible or self-insured retention and the DISTRICT shall not be responsible to pay these costs.

Section 5.10. Should any required insurance policies be cancelled, non-renewed or if the Consultant fails to renew, ARCHITECT shall provide notice of such cancellation immediately to the District.

Section 5.11. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.

Section 5.12. Certificates of Insurance Coverage shall be filed by ARCHITECT with the DISTRICT evidencing all of the insurance coverages required in this section at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by ARCHITECT. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 6.01. This agreement shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of either party;
2. Sale of the business of either party;
3. Death of either party

Termination by District for Default of Consultant

Section 6.02. Should ARCHITECT default in the performance of this agreement or materially breach any of its provisions, DISTRICT, at DISTRICT's option, may terminate this agreement by giving written notification to CONSULTANT.

Termination by Consultant for Default of District

Section 6.03. Should DISTRICT default in the performance of this agreement or materially breach any of its provisions, ARCHITECT, at the ARCHITECT's option, may terminate this agreement by giving written notice to DISTRICT.

ARTICLE 7. GENERAL PROVISIONS

Entire Agreement of the Parties

Section 7.01. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by ARCHITECT for DISTRICT and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this

agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

Attorneys' Fees

Section 7.02. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

Section 7.03. This agreement will be governed by and construed in accordance with the laws of the State of California, County of Riverside.

Communication

Section 7.04. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party

Section 7.05. Each Party shall make reasonable, good faith effort to ensure that they will accept or receive notices that are given in accordance with this Agreement. A Party may change its address for purposes of this paragraph by giving the other Party written notice of a new address.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed on the day, month, and year as of the execution by the Parties below:

	PALO VERDE COMMUNITY COLLEE DISTRICT
_____ ARCHITECT	_____ DISTRICT
_____ Signature	_____ Signature
_____ SSN or FEIN	_____ Printed Name and Title
_____ Date	_____ Date

EXHIBIT A

CONFIDENTIALITY AGREEMENT

The undersigned, a duly authorized officer of _____ (Type or print complete legal name of firm), does hereby represent, warrant, and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: _____

Name of Offeror

By: _____
Authorized Officer

EXHIBIT B

CERTIFICATION OF NON-DISCRIMINATION

TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

Offeror hereby certifies in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical or mental disability, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this _____ day of _____, 2016.

OFFEROR

(Type or print complete legal name of firm)

BY

(Signature)

Name

(Type or print)

Title

Address

City

_____ State _____

Zip _____

EXHIBIT C

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

(Name) _____, being first duly sworn, disposes and says that he or she is

(Title) _____ of

(Company) _____, 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 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 proposing; that the proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to 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, proposal depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-collusion Affidavit

this _____ day of _____, 2016.

OFFEROR

(Type or print complete legal name of firm)

BY

(Signature)

Name _____
(Type or print)

Title _____

Address _____

City _____ **State** _____ **Zip** _____

EXHIBIT D

ADDITIONS, DELETIONS, AND/OR EXCEPTIONS

Please state any and all Additions, Deletions, and/or Exceptions that you are taking to any portion of this RFQ. If not addressed below, then District interprets such as that the Offeror will adhere to all terms and conditions listed.

EXHIBIT E

SUBMITTAL CHECKLIST

This checklist is provided to assist in the preparation of Offeror's proposal. It is only intended as a guide. It is the Offeror's responsibility to read the RFQ thoroughly and comply with all requirements.

All proposals should include, but are not limited to, the following forms:

- LETTER OF TRANSMITTAL** – all requested information included, including acknowledgement of all addenda, and signed by authorized representative
- RESPONSE TO PROPOSAL REQUIREMENTS** – as identified in Section 3
- EXHIBIT A – CONFIDENTIALITY AGREEMENT** – completed and signed by authorized representative
- EXHIBIT B – CERTIFICATION OF NON-DISCRIMINATION** – completed and signed by authorized representative
- EXHIBIT C – NON-COLLUSION AFFIDAVIT** – completed and signed by authorized representative
- EXHIBIT D - ADDITIONS, DELETIONS AND/OR EXCEPTIONS** - if none, write "NONE" and submit
- Appendix (if any)**