

DOCUMENT 00 1119

**REQUEST FOR PROPOSALS
(Best Value)**

Kern Health Systems (**Owner or KHS**), will receive competitive sealed Proposals from Design-Build Entities as described herein (**Proposers**), for the following public works project:

Summary

This RFP contains a list of requirements for the development, installation, and servicing of a new carport solar PV system that KHS intends to purchase outright capable of producing 100% of KHS' current and reasonably expected future electricity consumption. KHS is soliciting responses from qualified Bidders to address the stated requirements of this RFP. Owner is procuring this Project pursuant to California Government Code §§ 4217.10 - 4217.18.

Background Information

KHS is a public agency formed under Section 14087.38 of the California Welfare and Institutions Code. KHS began full operations on September 1, 1996. KHS serves over 300,000 Medi-Cal participants by providing high-quality health care coverage to families throughout Kern County. Medi-Cal is a jointly funded, Federal-State health insurance program for certain low-income people. KHS operates out of its newly constructed office building located on a five-acre plot at 2900 Buck Owens Blvd, Bakersfield, CA 93308 (corner of Buck Owens Blvd and Sillect Ave.)

KHS is committed to being a good corporate citizen with the goal of producing 100% of its electricity consumption through clean, renewable solar electricity. KHS' office building was built with a 151.2kW-DC carport solar PV system capable of producing approximately 11% of electricity consumption and is seeking proposals to help get to producing 100% of electricity consumption. The proposals should include designing, permitting, installing, testing, commissioning, operation and maintenance, production guarantee of at least 95% of the kWh stated in the Bidders proposal, complete system and PV panels warranties, rebates/utilities incentives, etc. for a carport solar PV system capable of producing 674.5 kW-DC. Bidders should design the system they believe achieves the best balance of production (i.e., kWh production over 25 years) and cost-effectiveness (i.e., cost per unit output over 25 years as well as the expected value of the avoided utility purchases and available solar incentive payments made possible by the solar PV production).

- RFP PROCESS SCHEDULE.** The RFP Process will be implemented in accordance with the following schedule.

Date	Activity
10/01/21	Issue RFP
10/14/21	Mandatory Pre-Proposal Conference
11/01/21	Proposals Due
11/02-11/05/21	Evaluate Proposals
11/8-11/10	Proposer Interviews/Presentations
11/17/21	Best and Final Proposal Due
12/03/21	Notice of Intent to Award
12/20/21	Owner Award of Design-Build Contract
12/21/21	Notice of Award
1/10/2022	Notice to Proceed

2. RECEIPT OF PROPOSALS.

- (a) Owner will receive sealed Proposals at 2900 Buck Owens Blvd, Bakersfield, CA 93308, on November 1st 2021. Proposals shall be due before **2:00 PM PST**, as determined by time and date stamp clock in the **Reception Area of Kern Health Systems' building**.
- (b) All Proposal envelopes will be time-stamped to reflect their submittal time. Owner will reject all Proposals received after the specified time, and will return such Proposals unopened to the Proposers.
- (c) If a Proposer is delivering its Proposal via U.S. Postal Service, additional time will need to be allotted, as delays could result in the rejection of a Proposal.
- (d) If a Proposer is delivering its Proposal via hand delivery, additional time will need to be allotted to account for building security procedures.
- (e) Proposers are notified that this Project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations.

3. CONTACT INFORMATION.

Owner
Kern Health Systems
2900 Buck Owens Boulevard
Bakersfield, CA 93308
Attn: Purchasing Department
Tel: 661-664-5541
Fax: 661-664-4381
E-mail: rfp@khs-net.com

Owner's Representative
Name: Anthony Roberts
Address: 2900 Buck Owens Boulevard
Address: Bakersfield, CA 93308
Attn: Facilities Department
Tel: 661 617-2562

- 4. **PROCUREMENT OF PROPOSAL DOCUMENTS.** Proposers may examine Proposal Documents at Owner's main office, address above. Copies can be obtained upon payment of a non-refundable fee of \$0.25 per black and white page. Owner will accept only checks payable to "**Kern Health Systems**;" no cash will be accepted. Proposal Documents need not be returned to Owner.
- 5. **DETERMINATION OF BEST VALUE.** If the Design-Build Contract is to be awarded, Owner will award the Design-Build Contract to the responsive Proposer whose proposal is determined in writing to provide the Best Value to the Owner. Owner shall provide its written decision and award within 90 calendar days of Proposal opening. Owner's written decision shall support the award of the Design-Build Contract by stating in detail the basis of the award. Owner will deliver Document 00 5100 (Notice of Award) as provided herein. If awarded, the qualifying Proposer with the most points will be awarded the Design-Build Contract as provided in this Document 00 1119 (Request for Proposals). In light of the Best Value selection criteria (see, e.g., Paragraphs 22 - 24, below), the Design-Build Contract may not necessarily be awarded to the lowest responsible Proposer.
- 6. **SCOPE AND NEEDS OF THE PROJECT.**

- (a) The Owner is inviting design-build proposals from pre-qualified Proposers for the design and construction of its New Carport Solar Photovoltaic (PV) System Project. The selected Bidder shall provide an all-inclusive, minimum 674.5 kW_{DC} (540 kW_{AC}) production carport solar PV system and a 120 kW_{AC}/248 kWh production Battery Energy Storage System (BESS) with a discharge duration of two hours that shall be net-metered with the existing PG&E (utility) electrical service. The project includes all necessary site development due diligence, permitting, utility interconnection, under-canopy lighting, web-based monitoring, operations and maintenance program, performance guarantee, related safety systems, rebates, incentives, and be aesthetically similar to the existing carport solar PV system. The design and installation of this PV system shall take into consideration the site's available solar resources, shading impacts of nearby (present or future) buildings or trees, structural and load constraints, available land space, parking lot lighting, utility interconnection requirements, applicable ordinances, codes, and regulations, contract budget constraints, and other relevant factors. The installation of carport sections will have to be conducted in phases and

can be coordinated with the Facilities Superintendent since the parking lot has to continue to be used by employees throughout the construction. Contractor shall perform all appropriate assessments of the existing project site and building(s) to understand local conditions and their implications in terms of system design, construction, and operation. The Project is located at 2900 Buck Owens Blvd in Bakersfield, California.

- (b) Proposal shall include Alternates for (1) Conduit for EV Charging Stations; (2) O&M for PV and Battery System, as further described in the Notice Inviting Proposals (Documents (00 1113).
- (c) Sections 01100 (Summary) and 01101 (Summary – Design Services), and Section 00 5255 (Bridging Documents, Appendix 1: Project Definition Report) set forth more completely the Scope of Work.
- 7. REQUIRED SECURITY.** Proposers must submit with their Proposals cash, a certified check or cashier's check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, of not less than ten percent of the Proposer's Total Proposal Price, payable to "**Kern Health Systems.**" Owner will provide the required form of corporate surety bond, Document 00 4313 (Bond Accompanying Proposal). Owner will reject as non-responsive any Proposal submitted without the necessary Proposal security. Owner may elect to retain only the Proposal securities and Proposal bonds of the three apparent lowest responsive Proposers until the later of **90** Days after Proposal opening and execution of the Design-Build Contract and deposit of all necessary bonds and other items, at which time Owner shall return Proposal securities and Proposal bonds to the second and third (if applicable) lowest Proposer.
- 8. REQUIRED NON-COLLUSION AFFIDAVIT.** Proposers must submit with their Proposals Document 00 4519 (Non-Collusion Affidavit). Owner may reject as non-responsive any Proposal submitted without the Non-collusion Affidavit. No Proposer may make or file or be interested in more than one Proposal for the same supplies, services or both.
- 9. REQUIRED DESIGN-BUILD ENTITY CERTIFICATIONS.** Proposers must submit with their Proposals Document 00 4546 (Proposer Certifications). Owner will reject as non-responsive any Proposal submitted without the Proposer Certifications.
- 10. REQUIRED TECHNICAL DESIGN AND CONSTRUCTION EXPERTISE PROPOSAL.** Each Proposer shall submit a Technical Design and Construction Expertise Proposal, including a description of its technical expertise, construction expertise, experience on comparable projects, team qualifications, and qualifications of key subcontractors; and such other relevant information Proposer wishes to include to assist Owner in making its Best Value determination.
- 11. REQUIRED LIFE-CYCLE COST ANALYSIS.** Each Proposer shall submit a Life-Cycle cost Analysis with their Proposal. The analysis shall include the annual operations and maintenance costs and the replacement cost of systems/components whose service lives are less than 20 years. The analysis will take into account the following annual price increases and present value discounts: **[5.5%** discount rate; **[15-20** year life-cycle period; **[3%**] energy costs escalation rate; **[3%**] personnel/staff cost escalation rate; and **2%** maintenance cost escalation rate.
- 12. REQUIRED LIST OF REFERENCES.** Each Proposer shall submit a List of References briefly describing three (3) similar projects the Proposer has completed within the last five (5) years, including the total project cost and the contact information for the Client for which the work was performed.
- 13. REQUIRED DESCRIPTION OF COMMISSIONING, START-UP AND TECHNICAL SUPPORT SERVICES.** Each Proposer shall describe the commissioning, start-up, and technical support services the Proposer will include in its Scope of Work. Commissioning of the systems shall include the preparation of an Operations and Maintenance Manual and at least 8 hours of training time for Owner staff.
- 14. FEE PROPOSAL.** The Fee Proposal will be one of the criteria used in the determination of the Best Value Proposal. The Fee Proposal presented in the Proposal Form Section 00 4113 must include all costs to perform the Work specified in this Request for Proposal Document 00 0119 and in the Bridging Documents (Document 00 5255) including all direct and indirect costs for the design, equipment

procurement and construction services required to complete and start-up the Project in a timely manner and deliver it to the Owner complete and ready for service.

- 15. MANDATORY PRE-PROPOSAL CONFERENCE.** A mandatory virtual Pre-Proposal Conference will be conducted by KHA on October 14th, 2021 at 1:00 PM. Proposers are encouraged to transmit written questions to RFP@khs-net.com in advance of the Conference. Owner will transmit to all Proposers any Addenda as Owner in its discretion considers necessary in response to questions submitted before or arising at the Pre-Proposal Conference. Proposers shall not rely upon oral statements; nor shall oral statements be binding or legally effective.
- 16. EXISTING CONDITIONS AND RELATED DATA.** Prior to submission of Proposal, Proposer must conduct a careful examination of Proposal Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7253 (General Conditions) on required pre-proposal investigations. Proposers may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, by giving Owner reasonable advanced notice. Owner will make copies available for a fee. A Proposer must give Proposers days advanced notice if copies are desired. Refer to Document 00 3100 (Available Project Information) (if used) and Document 00 3132 (Geotechnical Data and Existing Conditions).
- 17. ADDENDA.** Proposers must direct to Owner all questions about the meaning or intent of Proposal Documents. Proposers must submit their questions in writing. Owner will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions. If Owner deems advisable, Owner may also issue Addenda to modify the Proposal Documents. Owner may not respond to questions received less than seven days before the date for opening Proposals. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda shall be acknowledged in Proposal Form by number and shall be part of the Design-Build Contract Documents. Proposers may obtain a complete listing of Addenda from Owner.
- 18. SUBSTITUTIONS.** Proposers must base their Proposals on products and systems specified in the Design-Build Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for "or equal items." Proposers wanting to use "or equal" item(s) may submit Document 00 6325 (Substitution Request Form) no later than 2:00 PM PST Monday, 10/18/2021. As a limitation on Proposer's privilege to request substitution of "or equal" items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items are: Modules that are not Tier 1 rated.
- 19. WAGE RATES.** Proposers are required to comply with all applicable prevailing wage requirements and/or regulations. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Design-Build Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the Owner's Facilities Department; may be obtained from the California Department of Industrial Relations website: <https://www.dir.ca.gov/public-works/prevailing-wage.html>; and are deemed included in the Proposing Documents.
- 20. PROPOSAL SUBMISSION.** Each Proposer shall submit its Proposal in one or more sealed envelopes, boxes or other containers, referred to herein as a "Package", containing the items listed in this Paragraph 21. The Packages shall be hand delivered to Owner at the address indicated in Paragraph 3, above.

PROPOSAL FOR Kern Health Systems' New Carport Solar Photovoltaic (PV) System
Project, Package ___ of ___

- (a) Proposer's Packages must contain the following, fully completed (and where applicable, executed) documents:

- (i) Document 00 4113 (Proposal Form). The Proposal Form must be completed as indicated therein. Proposers must provide information for all items, including alternates (if any) and, Attachment A (Designer Hourly Rates), and any other required attachments.
 - (ii) Proposal Security. Proposers must submit with their Proposals cash, a certified check or cashier's check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, of not less than 10% of the Total Proposal Price, payable to "Kern Health Systems." Corporate surety bonds must be in form of Document 00 4313 (Bond Accompanying Proposal). Owner will reject as non-responsive any Proposal submitted without the necessary Proposal security. Owner may retain all Proposal securities and Proposal bonds until the later of **90** days after Proposal opening or execution of the Design-Build Contract and deposit of all necessary bonds and other items, at which time Owner shall return the Proposal securities and Proposal bonds of any non-defaulting Proposer.
 - (iii) Document 00 4314 (Design-Build Entity Registration Form), signed and completed (and including any appendices) as indicated therein.
 - (iv) Document 00 4336 (Subcontractors List), identifying all Subcontractors who will participate in the Design-Build Contract and who are known to be performing portions of the Work on Proposal day (**Designated Subcontractors**).
 - (v) Document 00 4546 (Proposer Certifications), signed and completed as indicated therein, including (if applicable) Additional Prequalification Information and any appendices.
 - (vi) Document 00 4519 (Non-Collusion Declaration), subscribed and sworn before a notary public. No Proposer may make or file or be interested in more than one Proposal for the same supplies, services or both.
 - (vii) Letter from Surety. A letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A- or better, confirming that surety has agreed to provide Design-Build Entity with performance and payment bonds in accordance with the requirements set forth in the Design-Build Contract Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and Material Payment Bond), with minimum penal sums in the amounts set forth therein.
 - (viii) Letter from Insurer. A letter from an insurance underwriter, having a financial rating identified in Document 00 7316 (Supplementary General Conditions – Insurance and Indemnification), confirming that the insurer will provide the coverages and amounts required for Design-Build Entity specified in the Design-Build Contract Documents.
 - (ix) Technical Design and Construction Expertise Proposal, including all elements described or referenced in Paragraph 12, above.
 - (x) Life-Cycle Cost Analysis for 20 years, including all elements described or referenced in Paragraph 11, above.
 - (xi) References, including all elements identified or described in Paragraph 14, above.
 - (xii) Commissioning, Start-Up and Technical Support Services, including all elements identified or described in Paragraph 12, above.
- (b) If any Proposer objects to or wishes to protest any Design-Build Entity selection procedure, process or requirement, or any other any aspect of the Design-Build Entity selection process, in order to be effective, the Proposer must submit documentation with its Proposal in accordance with Document 00 4546 (Proposer Certifications) Paragraph 11.
- (c) Proposers shall submit their Proposals and all deliverables in a manner that is structured to permit easy and definitive evaluation of each Factor identified in Paragraphs 22 -24, below.
- (d) Proposals shall be deemed to include any written responses of a Proposer to any questions or requests for information of Owner made as part of the Proposal evaluation process after submission of the Proposal.

21. PROPOSAL RECEIPT AND EVALUATION.

- (a) Owner shall time stamp Proposals on receipt. Packages will **not** be opened publicly, but may become public as described in Paragraph 32, below.

- (b) Owner will open the Packages, and perform a preliminary review to identify any patently defective Proposals. Owner action on defective Proposals may include refusal to evaluate such Proposals and elimination of Proposers submitting such Proposals from the evaluation process. Owner reserves all rights to take any action consistent with the requirements of this Document 00 1119 (Request for Proposals), including, without limitation, requesting additional information after receipt and opening of Proposals and waiving any inconsequential defects.
- (c) All Packages from Proposers who remain after the preliminary review shall be evaluated by one or more Owner **Review Panels**. The Review Panel(s) will review the Packages and award points as provided in this Document 00 1119.
- (d) Owner may reject any and all Proposals and waive any informalities or minor irregularities in the Proposals. Owner also reserves the right, in its discretion, to reject any or all Proposals and to issue a further request for proposals for the Project. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Proposals, request other proposals and to reject the Proposal of any Proposer if Owner believes that it would not be in the best interest of Project to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the Work, to the fullest extent permitted by law. For purposes of this paragraph, an "unbalanced Proposal" is one having nominal prices for some work items and enhanced prices for other work items.
- (e) The Owner may, at its sole discretion, decide to interview one or more of the responsible Proposers. The Proposer will be notified of the Owner's intention to interview as soon as possible after the proposals are received and at least ten (10) days prior to the interview date. The Proposer will be allowed to give a brief presentation of their Proposal and the answer questions and enter discussions with the interview panel. The intention will be to clarify ambiguities that may have arisen during the RFP process. The Proposer may be requested to prepare and submit a Best and Final Offer for their Preliminary Services and revise their cost estimate of the of the overall Project.
- (f) In evaluating Proposals, Owner will consider the information provided in the Proposer's Proposal, the Proposer's Statement of Qualifications (to the extent applicable), the Proposer's compliance with the prescribed requirements, and such other data as may be requested in this Document 00 1119 (Request for Proposals), the Proposer's interview/presentation (if applicable) or any other items provided prior to the Notice of Award.
- (g) Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the Proposer's responsibility, qualifications and financial ability, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Design-Build Contract Documents and Proposer's proposed price to Owner's satisfaction within the prescribed time. Owner shall have the right to communicate directly with Proposer's Surety regarding Proposer's bonds.
- (h) Owner will resolve discrepancies between (i) the multiplication of units of Work and unit prices in favor of the unit prices; (ii) the indicated sum of any column of figures and the correct sum thereof in favor of the correct sum; and (iii) written words and figures, or words and numerals, in favor of the words.
- (i) Owner will determine whether a Proposer is responsible in its sole discretion.

22. MINIMUM QUALIFICATIONS.

- (a) Each contractor and subcontractor participating with the Design-Build Entity and / or performing work for the Project must hold a valid California Contractor's License, in accordance with California Business and Professions Code, Sections 7000, et seq., and shall be registered with the California Department of Industrial Relations, in accordance with California Labor Code Section 1725.5. Subject to Labor Code Sections 1771.1(c) and (d), any Proposal not complying with these requirements shall be returned and not considered; provided that if Proposer is a joint venture (Business & Professions Code Section 7029.1) or if federal funds are involved in the Design-Build

Contract (Labor Code Section 1771.1(a)), Owner may accept a non-complying Proposal provided that Proposer and all listed Subcontractors are registered at the time of Design-Build Contract award.

23. EVALUATION FACTORS

- (a) Owner will evaluate each Proposal satisfying all minimum requirements identified in paragraph 2, above, based upon the following factors, with the maximum number of points allocated to each factor as indicated in the table below. If Owner is to award the Design-Build Contract, it will be awarded to the qualifying Proposer whose Proposal receives the most points.

FACTORS		Maximum Points
1.	Estimated Overall Project Price	40
2.	Preliminary Services Fee	10
3.	Technical Design and Construction Expertise	10
4.	Life-Cycle Costs over 20 Years	10
5.	Commissioning, Start-Up and Technical Support Services	10
6.	References	10
7.	Quality of Proposal / Presentation and Questions	10
Total Maximum		100

- (a) The evaluation Factors are as follows:

Factor 1 – Estimated Overall Project Price. The Proposer whose Estimated Overall Project Price in Document 00 4113 (Proposal Form) and as described in Paragraph 16 (above) is the lowest, when compared with all other Proposers, will receive the maximum number of points indicated for this factor. Each other Proposer will receive fewer points, as determined by Owner.

Factor 2 – Preliminary Services Fee. The Proposer whose Preliminary Services Fee in Document 00 4113 (Proposal Form) is the lowest, when compared with all other Proposers, will receive the maximum number of points indicated for this factor. Each other Proposer will receive fewer points, as determined by Owner.

Factor 3 - Technical Design and Construction Expertise. The Proposer whose team described in its Technical Design and Construction Expertise Proposal (as described in Paragraph 12, above) is determined by Owner to be the most qualified, when compared with the other Proposers, will receive the maximum points indicated for this factor. Each other Proposer will receive fewer points, as determined by Owner.

Factor 4 - Life Cycle Costs Over 20 Years. The Proposer whose Life-Cycle Cost Analysis of their proposed system, as determined pursuant to Paragraph 13, above, shows that the Project, if designed and constructed by Proposer, would likely have the least expensive life-cycle costs over 20 years, when compared with the other Proposers, will receive the maximum points indicated for this factor. Each other Proposer will receive fewer points, as determined by Owner.

Factor 5 - Commissioning, Start-Up and Technical Assistance Services. The Proposer whose Commissioning, Start-Up and Technical Assistance Services offerings (as described in Paragraph 15, above) is determined by Owner to be the most comprehensive when compared with the other Proposers, will receive the maximum points indicated for this factor. Each other Proposer will receive fewer points, as determined by Owner.

Factor 6 - References. The Proposer whose References (as described in Paragraph 12, above) are determined by Owner to be the most supportive, when compared with the other Proposers, will receive the maximum points indicated for this factor. Each other Proposer will receive fewer points, as determined by Owner.

Factor 7 - Quality of Proposal / Presentation and Questions. The Proposer whose Proposal is determined by Owner to be the most thorough, comprehensive, and likely to achieve the highest quality project, when compared with the Proposals by other

Proposers, will receive the maximum number of points for this factor. All other Proposers will receive fewer points, as determined by Owner.

- (b) **Tie Breaker.** In the event of a tie in the number of points awarded to Proposers, the Proposal with the highest number of points for factor [1] when compared to the Projects of all other tied Proposers, shall be considered to provide the best value to the Owner.

24. NOTICE OF INTENT TO AWARD; PROPOSAL PROTEST. If Owner issues Document 00 5050 (Notice of Intent to Award), Owner will use reasonable efforts to deliver by facsimile a copy of Document 00 5050 to all Proposers who submitted Proposals no later than the Business Day after issuance, although any delay or failure to do so will not extend the Proposal protest deadline described above. Any Proposal protest must be submitted in writing to the Department of Procurement 2900 Buck Owens Blvd, Bakersfield, CA 93308, before 5:00 p.m., (as determined by **Department of Procurement**) by the seventh (7th) calendar day following posting of Document 00 5050 (Notice of Intent to Award). Document 00 5050 will be posted on the company website, www.kernfamilyhealthcare.com. Owner will use reasonable efforts to deliver by facsimile or email a copy of Document 00 5050 to all Proposers who submitted Proposals no later than one (1) Business Day after issuance, although any delay or failure to do so will not extend the Proposal protest deadline described above.

- (a) The initial protest document must contain a complete statement of the basis for the protest.
- (b) The protest must refer to the specific portion of the document that forms the basis for the protest.
- (c) The protest must include the name, address and telephone number of the person representing the protesting party.
- (d) Only Proposers who Owner otherwise determines are responsive and responsible are eligible to protest a Proposal; protests from any other Proposal will not be considered. In order to determine whether a protesting Proposer is responsive and responsible, Owner may evaluate all information contained in any protesting Proposer's Proposal, and conduct the same investigation and evaluation as Owner is entitled to take regarding the Proposer initially determined to provide the best value to the Owner.
- (e) The party filing the protest must transmit a copy of the initial protest document and any attached documentation concurrently to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Proposers that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- (f) The procedure and time limits set forth in this Paragraph are mandatory and are the Proposer's sole and exclusive remedy in the event of Proposal protest. Proposer's failure to immediately comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or instituting legal proceedings. A Proposer may not rely on a protest submitted by another Proposer, but must timely pursue its own protest.

25. ANNOUNCEMENT OF AWARD. Upon completion of Owner's evaluation of all Proposals, including without limitation all required action by the Owner, Owner shall rank at least the top three responsive Proposers based on the evaluation factors contained in this Document 00 1119, from most advantageous to least advantageous to the Owner. Owner shall publicly announce the award of the Design-Build Contract for the Project by issuing Document 00 5100 (Notice of Award), and by posting Document 00 5100 in Owner's offices and by mailing it to all parties who requested that the Owner provide such notice. The Notice of Award shall include the all of following: (i) The name of the Proposer to whom the award was made; (ii) a written decision supporting the contract award which states the basis of the award; (iii) the Owner's second and third ranked design-build entities; and (iv) any other item the Owner may elect.

26. POST-NOTICE OF AWARD REQUIREMENTS.

- (a) After Notice of Award, the successful Design-Build Entity must submit the documents listed in items below, no later than 5:00 p.m. on the date that is **[five]** calendar days after issuance of Notice of Award. Execution of the Design-Build Contract is dependent upon approval of these documents:
- (i) Document 00 5253 (Agreement): To be executed by the successful Design-Build Entity. Submit four copies, each bearing all required original signatures.
 - (ii) Document 00 6113.13 (Construction Performance Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 6113.13 (Construction Performance Bond). Submit one copy, each bearing all required original signatures.
 - (iii) Document 00 6113.16 (Construction Labor and Material Payment Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 6113.16 (Construction Payment Bond). Submit one copy, each bearing all required original signatures.
 - (iv) Document 00 6536 (Guaranty): To be executed by successful Design-Build Entity, in the form set forth in Document 00 6536 (Guaranty). Submit four copies, each bearing all required original signatures.
 - (v) Insurance forms, documents, certificates and endorsements required by Document 00 7316 (Insurance). Submit one (1) copy, each bearing all required original signatures.
 - (vi) Any other document specified in Document 00 5100 (Notice of Award).
- (b) Failure to Execute and Deliver Documents. If the Design-Build Entity to whom the Design-Build Contract is awarded fails or neglects to execute and deliver all required Design-Build Contract Documents including bonds, insurance certificates, and other documents, as required in paragraph 26(a) above, Owner may, in its sole discretion, deposit the Design-Build Entity's surety bond, cashier's check or certified check for collection, and retain the proceeds as liquidated damages for Design-Build Entity's failure to enter into the Design-Build Contract Documents. Design-Build Entity agrees that calculating the damages Owner may suffer as a result of the Design-Build Entity's failure to execute and deliver all required Design-Build Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Design-Build Entity's required Proposal security shall be the agreed and presumed amount of Owner's damages.

27. PAYMENT BOND. If the Project involves an expenditure in excess of \$25,000, the successful Proposer must file a payment bond with and approved by Owner prior to entering upon the performance of the Work, in accordance with Civil Code Section 9550, *et seq.*

28. WITHDRAWAL OF PROPOSALS. Proposers may withdraw their Proposals at any time prior to the Proposal opening time fixed in this Document 00 1119, only by written request for the withdrawal of Proposal filed with Owner. Proposer or its duly authorized representative shall execute request to withdraw Proposal.

29. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS. Owner will reject a Proposal from a Proposer who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. Proposers and the Design-Build Entity who is awarded the Project Design-Build Contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Labor Code Section 1777.1 or 1777.7. (See Public Design-Build Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

30. EQUAL EMPLOYMENT OPPORTUNITY. Design-Build Entity shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

31. OWNERSHIP OF DOCUMENTS. All materials, including copyrights for original design work, submitted by Design-Build Entity in response to this Request for Proposals shall become the property of the Owner.

32. PUBLIC RECORDS ACT REQUESTS.

- (a) Per the Public Records Act, Owner will make available to the public Proposer's Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 00 1119, and all subsequent Proposal evaluation information. Any submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, Owner will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Proposer. Any such trade secrets or proprietary financial information that a Proposer believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
- (b) Upon a request for records regarding a Proposal, Owner will notify Proposer involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. If the Proposer timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Proposer determines is not subject to public disclosure, and requests Owner to refuse to comply with the records request, Proposer shall take all appropriate legal action and defend Owner's refusal to produce the information in all forums; otherwise, Owner will make such information available to the extent required by applicable law, without restriction.
- (c) Information disclosed in the Proposal and the attendant submissions are the property of Owner unless Proposer makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

33. COSTS OF PREPARING PROPOSALS. Proposers are solely responsible for the cost of preparing their Proposals.

34. CONFORMED PROJECT MANUAL. Following Award of Design-Build Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

35. DEFINITIONS. Except as set forth herein, all abbreviations and definition of terms used in these Instructions are set forth in Document 00 7253 (General Conditions) and Specifications Section 01 4200 (References and Definitions).

END OF DOCUMENT