REQUEST FOR PROPOSAL

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1. **INTRODUCTION**

The Regents of the University of California (the "University") intend to award a contract to the prequalified Design Build team (the "Proposer") that is deemed to offer the best value for design build services to construct the Multidisciplinary Research Building 1 project (the "project") located on the University of California, Riverside campus.

The University of California has completed the prequalification process for design build services relating to the project. **Proposals will be accepted only from prequalified Design Builders, herein after referred to as “Proposers.”** This Request for Proposal (RFP) establishes the requirements for proposal submission.

The University reserves the right to reject any, or all, proposals or to withhold the award of this project for any reason it may determine.

1.1 **Purpose**

The University’s primary objective in utilizing the design build approach for this project is to bring the best available design and construction experience and expertise together to work with the University as a team, and successfully meet the requirements of this project.

The University desires to select a responsive, highly qualified Proposer to deliver a design build project that fully meets the University’s established needs and expectations with respect to the scope of work, budget, quality, functionality, flexibility, and operational design standards. The design build approach is intended to allow designers and contractors to work together to address each project requirement and to deliver an effective and comprehensive project that meets all the established requirements.

The University requests integrated solutions with quality design and construction within the established Maximum Acceptance Cost.

1.2 **Project Description**

Multidisciplinary Research Building 1 (MRB1) will provide wet and dry research laboratories, core laboratory support facilities, a vivarium, and space for faculty and academic support. The project is envisioned to host multiple scientific disciplines engaged in collaborative research. Expanding research laboratory space will reduce existing space deficits and is integral to the campus’s strategy for strengthening both research and teaching capabilities.

Location: The building site is within the academic core in an area adjacent to existing research and instruction facilities. The building will be located north of the Materials Sciences and Engineering building on North Campus Drive. The proposed use of the site complies with the UCR 2005 Long Range Development Plan (LRDP) Amendment 2 (2011), which currently designates the site for academic land uses.

The campus recently completed a robust faculty-led process that identified strategic areas for expansion of research. This process led to the adoption of research cluster hiring proposals focused on interdisciplinary research in the priority areas identified in the strategic plan, UCR 2020: The Path to Preeminence. Areas of study span all colleges and departments, and involve investigators across campus from colleges and schools such as Bourns College of Engineering, College of Natural and Agricultural Sciences, School of Medicine, and College of Humanities, Arts and Social Sciences. Examples of research clusters include: biomedical informatics, neurosciences, systems biology, pathophysiology, and aging and life span. Accommodation of these research directions requires additional, flexible space that the campus does not have in sufficient quantity.

The proposed building is anticipated to provide 87,000 assignable square feet, 143,000 gross square feet. During the development of the project performance requirements, the campus will
maximize the assignable space in the facility. The space program will incorporate the following types of spaces:

- Wet, dry, and computational laboratories. The wet research laboratories will be designed as Biosafety Level 2.

- Core laboratory support facilities that will accommodate shared equipment to be distributed throughout the building to address specific research support requirements.

- Support facilities include a barrier vivarium that contains animal holding areas, procedure rooms, and related vivarium support spaces.

- Offices, collaborative space for scholarly activity, and conference rooms to accommodate faculty, professional researchers, graduate students, postdoctoral scholars, and administrative support.

**Table 1: Program Ranges - Assignable Square Feet**

<table>
<thead>
<tr>
<th>Description</th>
<th>ASF Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laboratories, Laboratory Support, Research Offices</td>
<td>60,200 to 63,200</td>
</tr>
<tr>
<td>Core Laboratories, Vivarium</td>
<td>14,700 to 15,400</td>
</tr>
<tr>
<td>Conference, Collaboration, Building Support</td>
<td>12,100 to 12,700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>87,000 to 90,300</strong></td>
</tr>
</tbody>
</table>

The planning process will develop facility requirements based upon best practices in order to create flexible research spaces that support biology and chemistry as noted above. Assignment of specific researchers and programs will be guided by research cluster proposals.

### 1.3 Proposal Documents

Proposers must comply with the specific requirements herein as well as the provisions contained in the Design Build Agreement (the “contract”). By submitting its proposal, the Proposer agrees to all of the terms and conditions contained therein and further agrees, if selected for award, to execute a contract including such terms and conditions.

The University makes copies of the RFP Documents available, on the aforementioned terms, for the sole purpose of obtaining proposals for the Work (as defined in Section 2, The Work) and does not confer a license or grant permission for any other use of the Proposal Documents.
This RFP includes the Proposal Documents listed below for use by Proposers in the preparation of their proposals and for incorporation into the awarded contract.

### REQUEST FOR PROPOSAL DOCUMENTS:

- Proposal Schedule
- Request for Proposal
- Technical Proposal
- Lump Sum Base Price Proposal
- Price Proposal Form
- Bid Bond
- Lump Sum Base Price Proposal Spreadsheet
- Preliminary Schedule
- University Furnished Information

### DESIGN BUILD CONTRACT / EXHIBITS:

- Agreement
- General Conditions
- Supplementary Conditions
- Design Criteria
- Design Criteria Compliance Matrix
- Project Directory
- Project Planning Guidelines
- Scope of Work
- General Requirements (Division 01)
- Specifications (Divisions 02-33)
- Design Professional Rate Schedule for Additional Services
- Proposal
- Standard Contract Forms (Exhibits)

### Maximum Acceptance Cost

1. The Maximum Acceptance Cost (MAC) for this project has been established by the Regents of the University of California as $116,900,000

   The MAC represents the maximum total available funding for contract award.

2. Proposals submitted that exceed the MAC will be deemed nonresponsive and excluded from consideration for contract award.

   The MAC = Lump Sum Base Price Proposal (including any applicable design fees)

### Basis Of Selection and Contract Award

Selection shall be based upon a “best value” determination, which is calculated on a “cost per point” basis as identified in the Proposal Evaluation Process section in this RFP. The responsive Proposer with the lowest best value score (lowest cost per technical point) and with a Price Proposal that does not exceed the MAC will be determined to be the apparent Lowest Responsible Proposer. University will have the right to waive nonmaterial irregularities in a proposal.

University will select the best value proposal and notify such Proposer on University's form within 90 days after the proposal deadline or reject all proposals. Within 7 days after receipt of the Notice of Selection as the successful Proposer, Proposer shall submit the following items:

1. Three (3) originals of the Agreement signed by Design Builder.
2. Three (3) originals of the Payment Bond required under Article 11 of the General Conditions.
3. Three (3) originals of the Performance Bond required under Article 11 of the General Conditions.
4. Original Certificates of Insurance on the form provided by University required under Article 11 of the General Conditions.
5. Fully executed “Declaration of Contractor or Subcontractor’s Minimum Occupational Safety and Health Qualifications” form. Proposer need not submit this form with proposal if it was previously submitted during the prequalification process.
6. If Proposer wishes to utilize securities in lieu of retention or deposit retention into escrow, a “beginning with the initial Application for Payment, (1) Selection of Retention Options accompanied by (3) completed Escrow Agreements for Deposit of Securities in Lieu of Retention and Deposit of Retention (refer to Article 9.5 of the General Conditions). If all submitted items are in compliance with the requirements of the RFP Documents, the University will award the Contract by returning a fully executed copy of the Agreement to Design Builder.
The University may reject the successful Proposer if the Proposer: (1) withdraws its proposal; (2) fails or refuses to sign all of the items required by the Proposal Documents within 7 days after receipt of Notice of Selection; or (3) is not financially or otherwise qualified to perform the Contract. In such case, the University will select the next best value proposal until all proposals are exhausted or reject all proposals.

1.6 General Proposal Requirements, Terms and Provisions

1. Key RFP Definitions:

- **Definitions**: Except as otherwise specifically provided, definitions set forth in the General Conditions or in other Contract Documents are applicable to all Proposal Documents.

- **Addenda**: Written, electronic or graphic supplements issued by University not later than 3 business days prior to the Proposal Deadline, which modify or interpret the Proposal Documents by addition, deletion, clarification, or correction. No other form of communication, oral or written, modifies the Proposal Documents.

- **Basis of Design**: The terms “Basis of Design,” and “Design Criteria,” may be used interchangeably.

- **Business Day**: Any day other than a Saturday, a Sunday or University designated holiday.

- **Conflict of Interest**: Occurs when an architect, engineer, or other consultant works on a project on behalf of more than one client. To avoid any such conflict of interest, any consultant hired with the primary role of developing the project program plan or project proposal documents on behalf of the University is precluded from participating as a member of the Design Build Team.

- **Facility**: As used in this RFP, the University’s Facility office issuing the Proposal Documents.

- **One-on-One Meetings**: Confidential discussions between the University and each Proposer to clarify RFP and program requirements, review preliminary designs and obtain the University’s validation. Any changes to the Proposal Documents will be made only by Addenda issued by the University (see the University Responses provision below).

- **Planholder**: A person or entity who is known by the issuing office to have received a complete set of Proposal Documents and who has provided contact information for receipt of pre-proposal communications.

- **Proposal Deadline**: The date and time on or before which proposals must be received, as designated in the Proposal Schedule and which may be revised by Addenda.

- **Proposal Documents**: The documents (including electronic files) prepared and issued with the RFP including all Addenda thereto.

- **Proposer**: A prequalified person or firm(s) that submits a proposal. Note: The terms “Proposer,” “Design Builder,” and “Design Build Team” may be used interchangeably.

2. Form and Content of Proposal: The format and content of the proposal submittal are specified in the Technical Proposal and Lump Sum Base Price Proposal sections of this Document. Proposals should be concise, straightforward, prepared simply and economically. Expensive displays, bindings, or promotional materials are neither required nor desired.

3. **Proposer Understanding**: By submitting its proposal(s), Proposer acknowledges that it has read, understood, and submitted its proposal(s) in accordance with the provisions of the Proposal Documents.

4. **Additional Proposal Requirements**: Proposer shall, before submitting its proposal, carefully study and compare the components of the Proposal Documents with any other work being bid concurrently or presently under construction which relates to the Work for which the proposal is submitted; shall examine the project site, the conditions under which the Work
is to be performed, the local conditions; and shall at once report to University's Representative errors, inconsistencies, or ambiguities discovered. If Proposer is awarded the contract, Proposer waives any claim arising from any errors, inconsistencies or ambiguities resulting from such examinations that Proposer, its subcontractors or suppliers, or any person or entity under Proposer became aware of, or reasonably should have become aware of, prior to Proposer's submission of its proposal.

.5 Requests for Clarification: Requests for clarification or interpretation of the Proposal Documents shall be addressed only to the person(s) designated by the University to receive such information. Any other communication to any other person(s) or firm(s) shall be deemed invalid.

.6 University Responses: Clarifications, interpretations, corrections, and changes to the RFP Documents will be made by Addenda. CLARIFICATIONS, INTERPRETATIONS, CORRECTIONS, AND CHANGES TO THE RFP DOCUMENTS MADE IN ANY OTHER MANNER SHALL NOT BE BINDING AND PROPOSERS SHALL NOT RELY UPON THEM.

.7 Distribution of Addenda: Addenda will be issued only by the University and only in writing. Addenda will be identified as such and will be distributed via e-mail, mail, fax, courier, or through other services to all Planholders.

Copies: Copies of Addenda will be made available for inspection wherever RFP Documents are on file for inspection. Addenda will be issued such that they should be received by Planholders who have provided contact information for receipt of Addenda, no later than 3 business days prior to the Proposal Deadline. Addenda withdrawing the RFP or postponing the Proposal Deadline may be issued anytime prior to the Proposal Deadline.

Receipt of Addenda: Each Proposer shall be responsible for ascertaining, prior to submitting a proposal, that it has received all issued Addenda.

.8 Subcontractor Disclosure & Listing: Proposer shall list all Subcontractors identified at the time of submitting its Proposal, using the Expanded List of Subcontractors in the Exhibits. See General Conditions for requirements in updating additional Subcontractors during the course of the Work.

.9 Equal Opportunity: Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Proposer may be required to show evidence of its equal employment opportunity policy. The successful Proposer and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding Documents and to pay prevailing wage at the location of the work.

The work described in the contract is a public work subject to section 1771 of the California Labor Code.

.10 Prevailing Wages: Proposer shall pay prevailing wage rates at the location of the work as published on the DIR website and provided with this RFP as University Furnished Information.

.11 Return of Bid Security: Bid security will be returned after the contract has been awarded. Notwithstanding the preceding, if a Proposer fails or refuses, within 7 days after receipt of Notice of Selection, to sign the Agreement, or submit to University all of the items required by the RFP Documents, the University will retain the Proposer's bid security. If the bid security is in the form of a Bid Bond, the bid security will be retained until the University has been appropriately compensated. If the bid security is in the form of a certified check, the University will negotiate said check and, after deducting its damages, return any balance to Proposer.

.12 Oral Presentations: Proposer shall make an oral presentation of its proposal that describes the most important aspects of its approach to the project and provide proposal clarifications requested by the University's Technical Evaluation Committee.
.13 **Incorporation of Proposal Clarifications into the Proposal:** The University’s summation of Proposal Clarifications as confirmed by Proposer, shall be accepted by signature of selected Proposer and incorporated into their proposal by reference.

.14 **Incorporation of Proposal into the Contract:** The selected Proposer’s proposal shall be incorporated into, and shall be an integral part of the Contract.

.15 **Award Upon Receipt of Initial Proposal:** The University intends to evaluate initial proposals and award a contract without allowing Proposers to revise their proposals. Therefore, initial proposals should contain the best terms from a price and technical standpoint.

.16 The University reserves the right to proceed to a “Best and Final Offer” (BAFO) phase by requesting Proposal Revisions and conducting discussions with the Proposers if it later determines them to be necessary. At the conclusion of discussions with all Proposers, the University will establish a deadline for receipt of BAFO proposals. Discussions with Proposers after receipt of a proposal do not constitute a rejection or counteroffer by the University. As used in this provision, the following definitions apply:

"BAFO Discussions" are exchanges between the University and the Proposer that occur after the submittal of proposals should it be necessary to call for a BAFO. During the BAFO process, the Proposer will be allowed to submit a revised proposal.

| BAFO PROPOSALS (IF REQUESTED) THAT EXCEED THE MAC WILL NOT BE CONSIDERED FOR CONTRACT AWARD. FAILURE TO SUBMIT PROPOSAL REVISIONS WILL RESULT IN THE PROPOSER BEING DEEMED NONRESPONSIVE. |

.17 **Occupational Safety and Health Qualification:** Proposer and each Subcontractor at all tiers meet the following minimum occupational safety and health qualifications:

- a. Proposer and each Subcontractor have no Final Order (declared by OSHA) Willful violations in California of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code during the five-year period prior to bid opening.
- b. Proposer and each Subcontractor have maintained a workers' compensation Experience Modification Rate (EMR) that averages below 1.15 for the past five years.
- c. Proposer and each Subcontractor have instituted an injury prevention program pursuant to Section 3201.5 or 6401.7 of the Labor Code.

After selection of the apparent best value responsive and responsible Proposer and issuance of the Notice of Selection, and prior to contract award, Proposer shall furnish to the University a “Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications” form completed by Proposer and each listed Subcontractor.

After contract award, Proposer will require each of its Subcontractors at all tiers to furnish a fully executed Exhibit form prior to Subcontractor’s commencement of Work.

.18 **Key Technical Submittal Definitions:**

.1 **Unallowable Changes in Technical Submittals**

- a. **Program Change:** Any project scope change that: (1) deviates from the required elements in the Proposal Documents, or (2) is inconsistent with the requirements expressed in the Contract Documents as issued. Examples of unallowable changes include substantial changes in project siting or adjacencies, reduction in usable space, limitations of planned utilization or limitations on future expansion.
- b. **Performance Change:** Any change, revision, alteration or deviation from the Proposal Document requirements that would increase energy usage, reduce useful life, impair accessibility, increase maintainability, or affect life cycle as required.

.2 **Cost Realism (with respect to proposal pricing)**

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a. **Cost Realism Analysis:** All pricing, including Unit Prices, Alternates and Compensable Delay rates must reflect a clear understanding of the project requirements with realistic prices representing probable cost. The University will perform a cost realism analysis using its best estimate of probable cost to determine if the proposed prices are fair and reasonable.

b. **Unbalanced Pricing:** Unbalanced pricing exists when, despite an acceptable total price, the price of one or more contract line items is significantly over or understated as indicated by the application of a cost realism analysis.

**IF THE UNIVERSITY DETERMINES THAT ANY CONTRACT LINE ITEMS ARE NOT FAIR AND REASONABLE, OR ARE UNBALANCED, THE UNIVERSITY MAY REJECT THE OFFER IF THE RESULTING AWARD POSES AN UNACCEPTABLE RISK TO THE UNIVERSITY.**

1.7 **Stipend for Proposal Preparation**

In an effort to help defray the cost for the development of this proposal submittal, the University will compensate each unsuccessful responsive Proposer the sum of **Four Hundred Thousand Dollars ($400,000)** for the preparation and submission of a responsive proposal. A responsive proposal is one that materially complies with the form and content requirements of the proposal documents. A Proposer will not be eligible for the stipend if it should withdraw from the solicitation process prior to the date that the Contract is issued by the University.

Unsuccessful Proposers may submit an invoice for the stipend at any time after contract award. Stipend invoice processing and payment will be on a net-30 day basis.

Proposer agrees that in exchange for the money paid by the University for proposal preparation all material prepared by Proposer in conjunction therewith, shall become the property of the University. The University shall have unlimited rights, for the benefit of the University, in all documentation prepared in conjunction with the proposal(s), including the right to use the design elements and details in the proposal on any University project at no additional cost to the University.

2. **THE WORK**

2.1 **General Requirements**

The University will award a contract to the successful Proposer for the production of Design Development Documents, Construction Documents and Construction.

The Design Builder provides services for Design Development and Construction document preparation for the project that may include, but not be limited to, architectural, structural, civil, fire protection, mechanical, electrical, and plumbing drawings and specifications; interdisciplinary construction coordination drawings (also defined as “Shop Drawings”); as well as appropriate calculations necessary to complete the project. Additionally, the Design Builder, its consultants, sub-consultants, or suppliers performs Work required to construct the project as described and specified in the RFP Documents.

All Construction Drawings and Shop Drawings prepared by Design Builder are to be complete and in sufficient detail for a comprehensive review by the University including Design and Construction Services, the State Fire Marshal, Division of State Architect (DSA) if applicable, and the University's plan review service consultants. The drawings and engineering calculations shall include, but not be limited to: applicable plans, elevations, sections, schedules and details. These drawings shall comprehensively illustrate the complete and coordinated design of applicable systems. The Design Builder will be required to use an Architect registered in the State of California to prepare all Construction Drawings and shop drawings to the extent required by the Campus Master Specifications.

The Lump Sum Base Price Proposal must provide for the complete design and construction of the project, as identified in Division 01, General Requirements of the Proposal Documents,
including any temporary or interim facilities required to maintain essential existing functions in operation throughout the construction period.

Details of the design services and construction responsibilities are described in greater detail in the Proposal Documents.

2.2 Architectural/Engineering Consultants

All architectural and engineering services to be provided by Proposer must be in accordance with the professional registration requirements of the State of California. Consultants listed must meet State licensing requirements.

2.3 University Controlled Insurance Program.

As further defined and limited by Article 11.1 of the General Conditions:

.1 The University shall pay for, obtain and maintain a University Controlled Insurance Program ("UCIP") providing workers’ compensation and employer’s liability insurance coverage, commercial general liability insurance coverage, and excess liability insurance coverage, to persons and entities enrolled in the UCIP, for Work performed on or at the Project site during Phase 3 ("UCIP Coverages"). A summary of the UCIP Coverages is included as an Exhibit to the Contract. The summary descriptions of the UCIP Coverages in the Exhibit, the General Conditions, or elsewhere, are not intended to be complete or to alter or amend any provision of the actual UCIP Coverages. In the event that any provision of this Article, the Contract Documents, or elsewhere, conflicts with the UCIP insurance policies, the provisions of the actual UCIP insurance policies shall govern. The University's provision of its standard UCIP insurance policies meets the University's obligation to provide UCIP insurance under the Contract and, in the event of a conflict between the provisions of the policies and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University's obligation to provide UCIP insurance.

.2 Parties eligible to participate in the UCIP (generally Design Builder and all Subcontractors of all tiers who perform Work at the Project Site during Phase 3, unless excluded under General Conditions Article 11.1.5) shall not include in their bids for any Work to be performed at the Project Site any projected or actual cost to provide the workers’ compensation and employer’s liability insurance, commercial general liability insurance, and excess liability insurance that is being provided under the UCIP. The University may reduce the Contract Sum by an amount commensurate with any projected or actual costs included contrary to the requirements of this Article 2.2.2.2.

.3 Notwithstanding the UCIP, Design Builder and all Subcontractors are required to provide insurance as set forth in General Conditions Article 11.1.10 (including certificates of insurance evidencing the required coverages).

.4 UCIP Workers’ Compensation Insurance will be primary for all covered occurrences within the 50 United States, except that this insurance does not apply in any monopolistic workers’ compensation state.

2.4 Subcontractors

.1 Prequalified Subcontractors:

Proposers shall require Prequalified Concrete, Drywall, Electrical, Warm-Air Heating, Ventilating & Air Conditioning; Low Voltage Systems, Plumbing and Structural Steel subcontractors hold a license that is current and in good standing permitting them to perform Work in their respective trade and in accordance with the requirements of the University's Prequalification Criteria.

The following subcontractors have been prequalified by the University and are eligible to perform work as first-tier subcontractors for their respective trades:
### Prequalified Subcontractors

#### CONCRETE SUBTRADE

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Largo Concrete, Inc.</td>
<td>2741 Walnut Ave., First Floor, Tustin, CA 92780</td>
<td>714-731-3600</td>
</tr>
<tr>
<td>Morley Construction Company, Inc.</td>
<td>3330 Ocean Park Blvd., Santa Monica, CA 90405</td>
<td>310-399-1600</td>
</tr>
<tr>
<td>Prieto Construction Company, Inc.</td>
<td>23162 Arroya Vista, Rancho Santa Margarita, CA 92688</td>
<td>949-835-1120</td>
</tr>
</tbody>
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#### DRYWALL SUBTRADE

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<tr>
<th>Company</th>
<th>Address</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Brady Company</td>
<td>1010 N. Olive Street, Anaheim, CA 92801</td>
<td>714-533-9850</td>
</tr>
<tr>
<td>John Jory Corporation</td>
<td>1894 N. Main Street, Orange, CA 92865</td>
<td>714-279-7901</td>
</tr>
<tr>
<td>Martin Bros. / Marcowall, Inc.</td>
<td>17104 S. Figueroa Street, Gardena, CA 90248</td>
<td>310-532-5335</td>
</tr>
<tr>
<td>Nevell Group, Inc.</td>
<td>3001 Enterprise Street, Suite 200, Brea, CA 92821</td>
<td>714-579-7501</td>
</tr>
<tr>
<td>Standard Drywall, Inc.</td>
<td>3100 Palisades Drive, Corona, CA 92880</td>
<td>951-256-8586</td>
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</tbody>
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#### ELECTRICAL SUBTRADE

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<tbody>
<tr>
<td>Anderson &amp; Howard Electric, Inc.</td>
<td>1791 Reynolds Avenue, Irvine, CA 92614</td>
<td>949-250-4555</td>
</tr>
<tr>
<td>Bergelectric Corporation</td>
<td>5650 W. Centinela Avenue, Los Angeles, CA 90045</td>
<td>310-337-1377</td>
</tr>
<tr>
<td>Helix Electric, Inc.</td>
<td>6795 Flanders Dr., San Diego, CA 92121</td>
<td>858-535-0505</td>
</tr>
<tr>
<td>Morrow-Meadows Corporation</td>
<td>231 Benton Court, City of Industry, CA 91789</td>
<td>909-598-7700</td>
</tr>
<tr>
<td>Neal Electric Corporation</td>
<td>13250 Kirkham Way, Poway, CA 92064</td>
<td>858-513-2525</td>
</tr>
<tr>
<td>Rosendin Electric, Inc.</td>
<td>5572 Fresca Drive, La Palma, CA 90623</td>
<td>714-521-8113</td>
</tr>
</tbody>
</table>

#### WARM-AIR HEATING, VENTILATING & AIR CONDITIONING SUBTRADE

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<th>Company</th>
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<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>ACCO Engineered Systems</td>
<td>6265 San Fernando Road, Glendale, CA 91201</td>
<td>818-244-6571</td>
</tr>
<tr>
<td>Alpha Mechanical, Inc.</td>
<td>4885 Greencraig Lane, San Diego, CA 92123</td>
<td>858-278-3500</td>
</tr>
<tr>
<td>A.O. Reed &amp; Co.</td>
<td>4777 Ruffner Street, San Diego, CA 92111</td>
<td>858-565-4131</td>
</tr>
<tr>
<td>Control Air Conditioning Corporation</td>
<td>5200 E. La Palma Avenue, Anaheim, CA 92807</td>
<td>714-777-8600</td>
</tr>
<tr>
<td>Critchfield Mechanical Inc. of Southern California</td>
<td>1821 McGraw Avenue, Irvine, CA 92614</td>
<td>949-390-2900</td>
</tr>
<tr>
<td>Southland Industries</td>
<td>7390 Lincoln Way, Garden Grove, CA 92841</td>
<td>714-901-5800</td>
</tr>
<tr>
<td>University Mechanical &amp; Engineering Contractors, Inc.</td>
<td>1168 Fesler Street, El Cajon, CA 92020</td>
<td>619-956-2500</td>
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#### LOW VOLTAGE SYSTEMS

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<tbody>
<tr>
<td>Bergelectric Corporation</td>
<td>5650 W. Centinela Avenue, Los Angeles, CA 90045</td>
<td>310-337-1377</td>
</tr>
<tr>
<td>Johnson Controls, Inc.</td>
<td>5770 Warland Drive, Suite A, Cypress, CA 90630</td>
<td>562-799-8882</td>
</tr>
<tr>
<td>Rosendin Electric, Inc.</td>
<td>5572 Fresca Drive, La Palma, CA 90623</td>
<td>714-521-8113</td>
</tr>
<tr>
<td>SimplexGrinnell LP.</td>
<td>10282 6th Street, Rancho Cucamonga, CA 91730</td>
<td>909-987-7464</td>
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#### PLUMBING SUBTRADE

<table>
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</thead>
<tbody>
<tr>
<td>A.O. Reed &amp; Co.</td>
<td>4777 Ruffner Street, San Diego, CA 92111</td>
<td>858-565-4131</td>
</tr>
<tr>
<td>Pan Pacific Mechanical LLC</td>
<td>18250 Euclid Street, Fountain Valley, CA 92708</td>
<td>949-474-9170</td>
</tr>
<tr>
<td>Southland Industries</td>
<td>7390 Lincoln Way, Garden Grove, CA 92841</td>
<td>714-901-5800</td>
</tr>
<tr>
<td>University Mechanical &amp; Engineering Contractors, Inc.</td>
<td>1168 Fesler Street, El Cajon, CA 92020</td>
<td>619-956-2500</td>
</tr>
</tbody>
</table>
Proposers are not permitted to use subcontractors that have not been prequalified for the prequalified trades. However, a Proposer may elect to self-perform any prequalified trade work for which it is duly licensed.

The University reserves the right to prequalify additional subcontractors or waive the prequalification requirement if the University determines the proposal process is being negatively impacted by an inadequate number of prequalified subcontractors in a given trade.

.2 Subcontract Trades not Prequalified by the University.

.1 Proposer shall require that all subcontractors hold an appropriate license that is current and in good standing allowing them to perform Work for their respective trade.

.2 Proposer shall verify that subcontractor project personnel have demonstrated adequate experience with similar projects.

.3 The University maintains the right to request documentation to support Proposer’s qualification and selection of subcontractors. Refer to the General Conditions, Article 5, regarding the University’s right to make modifications to the Proposer’s subcontractor selections.

2.5 Work Phases

The successful Proposer will be responsible for providing services for the development of the project including Design Development (Phase 1), Construction Documents (Phase 2), and Construction (Phase 3), refer to Specification Section 01000 – Summary of the General Requirements (Division 01).

The Notice to Proceed for Phases 2 and 3 is contingent upon funding approval from The Regents of the University of California.”

The contract time is as follows:

<table>
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<tr>
<th>Phase 1</th>
<th>Phases 2 &amp; 3</th>
<th>Total Contract Time</th>
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<tr>
<td>60 Calendar Days</td>
<td>790 Calendar Days</td>
<td>850 Calendar Days</td>
</tr>
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</table>

.1 Design Development, Construction Documents, and Construction – Phases 1, 2 and 3:

The successful Proposer shall be responsible for the development of the project through Final Design Development of the project as identified in the Contract Documents. Design Builder shall be responsible for the development of 1) final Design Development documents incorporating the Specifications, Addenda, Design Builder Questions and Answers, any changes to the work proposed by the Design Builder and accepted by the University at the time of proposal; 2) Construction Documents, and 3) Construction of the project as identified in the Design Build Contract. **THE PROJECT SHALL BE COMPLETED ON OR BEFORE OCTOBER 1, 2018.**

.2 The total contract time includes 45 days for rain delays, refer to Supplementary Conditions.
3. CONTRACT SUM

The Total Contract Sum shall be the Lump Sum Base Price proposed for all work associated with Design Development, Construction Documents, Construction, and selected Alternates, if any.

.1 University has established the fixed fee for the work associated with the Design Development of the project as Two Million Six Hundred Thousand Dollars ($2,600,000). This fee shall be included in the Lump Sum Base Price proposed by the successful Proposer.

.2 Liquidated Damages
   a. Liquidated damages will only apply to Phase 3. See Article 6 of the Agreement for detailed requirements.
   b. Liquidated damages daily rate for Phase 3: $750 per calendar day, on or before substantial completion.
   c. Liquidated damages daily rate for Phase 3: $250 per calendar day, after substantial completion.

4. MANDATORY PROPOSAL REQUIREMENTS (THE ABSENCE OF WHICH RENDERS THE PROPOSAL NON-RESPONSIVE)

A responsive proposal is one that materially complies with the form and content requirements of the proposal documents. Mandatory proposal requirements include, but are not limited to:

.1 Attendance at the Mandatory Pre-Proposal Conference and project site visit. University requires all Pre-Proposal Conference attendees to sign an attendance list, used as verification of attendance.

.2 Proper proposal delivery method.

.3 Timely submittals at the designated location.

.4 At the time of proposal opening and throughout the duration of the project, Proposer and all Subcontractors shall hold the appropriate current licenses issued by the State of California Contractor’s State License Board. If Proposer is a Joint Venture, the Proposer shall hold the applicable joint venture license in which each member of the joint venture shall also have the appropriate license prior to contract award. The State of California Business and Professions Code, Division 3, Chapter 9, known as the “Contractor’s License Law,” establishes licensing requirements for contractors.

.5 Proposer and first-tier subcontractors must have the required bonding and insurance including the required professional liability and contractor’s pollution liability insurance. Refer to Article 11 of the General Conditions and the Supplementary Conditions for project specific insurance requirements.

.6 Price Proposal and Bid Bond must be submitted on the University’s forms provided in the RFP.

.7 Price Proposal Form must be signed and dated by the Proposer’s Representative legally authorized to bind Proposer to a contract and include all applicable attachments.

.8 The sum of the Lump Sum Base Price Proposal (including all associated design fees) must be within the Maximum Acceptance Cost for Best and Final Offer submittals (BAFO), if requested.

.9 Bid Security in the sufficient amount as described in the Lump Sum Base Price Proposal document.

5. PROPOSAL MODIFICATIONS OR WITHDRAWALS

Prior to the Proposal Deadline, a submitted proposal may be modified or withdrawn by notice to the party receiving proposals at the location designated for receipt of proposals. Such notice shall be in writing over the signature of Proposer, delivered by hand, facsimile or PDF email attachment. If notice is by facsimile or email, written confirmation over the signature of Proposer shall be mailed and postmarked on or before the Proposal Deadline. A change made shall not reveal the amount of the original proposal.

Modified or withdrawn proposals may be resubmitted up to the Proposal Deadline, provided that it then fully complies with the Proposal Requirements.
Proposals may not be modified, withdrawn, or canceled for 90 days following the Proposal Deadline.

6. PROPOSAL (BID) PROTEST

.1 Any Proposer, person, or entity may file a proposal (Bid) protest. The protest shall specify the reasons and facts upon which the protest is based and shall be in writing and received by the Facility not later than 5:00 pm on the 3rd business days after a written notice of the determination of the apparent best value proposal has been issued by the University.

.2 If a Bid is rejected by the Facility, and such rejection is not in response to a Bid protest, any Proposer, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the Facility not later than 5:00 pm on the 3rd business day following the rejected Proposer’s receipt of the notice of rejection.

.3 For the purpose of computing any time period in this section, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

.4 The facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Proposer whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Proposer an opportunity to rebut such evidence, and permit Proposer to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A written copy of the decision will be furnished to the protestor, the Proposer whose Bid is the subject of the Bid protest, and all Proposers affected by the decision. As used in this Section, a Proposer is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Proposer not being the best value, responsible and responsive Proposer for the Contract. A written copy of the Facility’s decision must be received by the protestor, the Proposer whose is the subject of the Bid protest, and all Proposers affected by the decision no later than 3 business days prior to award of the contract.

.5 Notwithstanding the provisions of this Section, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility. The Chair of the Construction Review Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of this Section.

.6 The Proposer whose Bid is the subject of the protest, all Proposers affected by the Facility’s decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with Facility’s decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. The appeal must be received by the Chair, Construction Review Board, not later than 5:00 pm on the 3rd day following appellant’s receipt of the written decision of Facility, at the following address:

Chair, Construction Review Board  
Attention: Director, Construction Services  
University of California Office of the President  
1111 Franklin Street, 6th Floor  
Oakland, CA 94607-5200

And

constructionreviewboard@ucop.edu

.7 A copy of the appeal shall be sent to all parties involved in the Bid protest and to Facility. An appeal received after close of business is considered received as of the next business day. If the final date
for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by close of business on the following business day.

.8 The Chair of the Construction Review Board will review the Facility’s decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to University. The Chair or Hearing Officer may consult with the University's Office of the General Counsel on the decision as to legal form. The University will complete its internal Bid protest procedures before award of the Contract.

7. CONFLICTS

.1 The intent of this RFP is to provide an overview of the proposal process, the subsequent award, and the work required of the successful Proposer. The provisions herein are a SUMMARY ONLY and the Proposers should in all cases review the provisions of the Design Build Contract documents for the specific requirements.

.2 If the Proposer believes there are conflicts between this document and any other Contract Documents, the Proposer must immediately, and in writing, bring it to the attention of the University and request written clarification.

END OF REQUEST FOR PROPOSAL SECTION