

REQUEST FOR PROPOSALS

for the

Development of

Medical Office Building

for

Tulare Local Healthcare District

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I. PROJECT SUMMARY

The Tulare Local Healthcare District (“District”) is seeking development proposals (“Proposals”) from qualified firms (“Developers”) for the opportunity to develop Medical Office Building owned property at the southwest corner of Gem Street and Merritt Street in Tulare. Currently, the property is zoned office commercial (C-2).

II. PROJECT INTRODUCTION

SITE OVERVIEW

The District owned Site consists of one (1) lot that offers .25 acres (11,495 square feet) at the southwest corner of Gem Street and Merritt Street in Tulare, CA. The Site has been identified for development of a single-story Medical Office Building, approximately 2,900 square feet in size.

AVAILABLE ANALYSIS

The District completed an architectural, structural and regulatory review of the Site to determine its best future use. The information is provided as reference only. The District does not warrant or represent the accuracy or relevance of these studies to the Developer’s proposed project. The selected Developer may need to amend and/or pursue new studies.

- Structural
- Mechanical
- Electrical
- Architectural

GENERAL PROJECT COMMENTS/STANDARD CONDITIONS OF APPROVAL

The intended outcome of this Request for Proposals (“RFP”) process is the development of an Exclusive Right to Negotiate agreement (“ERN”) that will establish terms and conditions, and further define the scope, design, overall use and development of the Project upon which the selected Developer can develop the preferred project on the District Parcel.

During the RFP period, Developers and their employees, agents or representatives, shall have the right of reasonable access to the District Parcel during normal business hours for the purposes of inspecting the District Parcel, undertaking any necessary soils tests and other due diligence.

Notwithstanding anything else in this Request for Proposals, Developer shall defend, indemnify and hold the District, its employees, officers and agents, harmless from any injury, property damage or liability arising out of the exercise by Developer of this right of access, other than injury, property damage or liability relating to the gross negligence or willful misconduct of the District or its officers, agents or employees.

III. PROPOSAL QUESTIONS

To evaluate the alternatives and select the appropriate Developer, the District is requesting development proposals that will help the District finalize its vision and move ahead with property development. Proposals must respond to the following questions:

1. Description of the Developer's experience developing the proposed type of project elsewhere:
 - a. Name and Location of project(s)
 - b. Description of project (s)
 - c. Completion of project (s)
2. Explanation of the role the Developer's organization will play in the proposed project and a list of other partners and their roles (if any).
3. The proposed general timeframe for the development of the project. If multiple components or phases are planned, a list of all.

IV. TIMELINES

Release Request for Proposals	August 30, 2021
Deadline for Written Questions	September 23, 2021
Deadline for Submittal of Proposals	September 30, 2021
Evaluation of Submission by District Staff	October 15, 2021
Evaluation of Submission by District Board	October 27, 2021
Preliminary presentations to District Staff	November 12, 2021
Preliminary presentations to District Board	November 17, 2021
District Exclusive Right to Negotiate	December 15, 2021

V. INQUIRIES

Any Proposer desiring an explanation or interpretation of any of the terms or conditions set forth in this RFP, or desiring further explanation as to the scope of or specifications for this Project, should make such a request in writing, via email no later than five (5) business days before the Closing date in order to allow sufficient time for the District's reply before said date. Any written inquiries submitted must be made to the individual identified below (email is acceptable and preferred). Verbal explanations or instructions given during any phase of this solicitation will not be binding on the District.

Please direct all inquiries concerning this RFP to:

Sandra Ormonde, CEO (sormonde@tulararegional.org)
Randy Dodd, Consultant (Randy.Dodd@comcast.net)

Please reference "Request for Proposals for Development of Medical Office Building" when contacting the District with inquiries regarding this RFP Project.

VI. DEVELOPER'S RESPONSIBILITIES

Following Developer selection and execution of an Exclusive Right to Negotiate agreement, Developer shall proceed with detailed due diligence, pre-development, and entitlement activities.

The District anticipates that the general scope of the successful Developer team's responsibilities would include, but not be limited to:

ENTITLEMENTS

The Developer shall be responsible for all aspects of the Project including pre-development planning, environmental review and design. The selected Developer shall be responsible, at its sole expense, for obtaining all land use entitlements and other government approvals required for its proposed Project.

The selected Developer shall prepare and process an Initial Study and undertake all other actions required under CEQA for City approval of the Project, at Developer's cost.

PREDEVELOPMENT COSTS

The selected Developer shall bear all predevelopment costs relating to this project. All fees or expenses of engineers, architects, financial consultants, attorneys, planning or other consultants or contractors retained by Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, surveys, planning and/or design activities, drawings, specifications or other activity or matter relating to the Project shall be the sole responsibility of and undertaken at the sole cost and expense of Developer and no such activity or matter shall be deemed to be undertaken for the benefit of, at the expense of, or in reliance upon the District.

FINANCING

The Developer shall be responsible for providing funding for the Project, whether it be in the form of debt financing, and equity. If debt financing is used, no financial risk or credit risk shall be imposed upon or borne by the District.

CONSTRUCTION

The Developer shall be responsible for demolition, construction and commissioning of the Project including obtaining all permits, fees, and approvals necessary for construction of the Project.

VII. PROPOSAL INSTRUCTIONS

A complete, concise and professional response to this RFP will enable the District to identify the Developer who will provide the highest benefit to the District and will be indicative of the level of the Developer's experience and commitment to the proposed project. Proposals must demonstrate that the approach, design, and financing plan for the proposed project will allow the project's successful development and delivery.

The following minimum information should be provided in each proposal and will be utilized in evaluating each proposal submitted. To expedite the evaluation of proposals, submittals should be no more than thirty pages. Proposals should include the following items:

- Request For Proposal Submittal Cover Sheet
- Detailed completion of Questions 1 thru 3 in Section III: Proposal Questions, which shall include the following:
 - The firm / team's statement of qualifications.
 - A narrative description that expresses the firm / team's understanding of the project and vision for development. The narrative should reflect the respondent's development design intent, strategy and implementation expertise, and understanding of the scope of work.
 - Resumes with related expertise of the specific Developer and any other consultant or subcontractor resumes with relevant expertise and experience.
 - Descriptions of the firm's / team's last three completed projects that demonstrate the Developer's:
 - Experience in working with municipalities and/or other public agencies to develop either industrial, business park, commercial, or a mixed-use combination.
 - Ability to complete projects of a similar size, scope, and purpose in a timely manner.
 - Description of any other completed projects (representative examples) of similar types of projects. Include current addresses, telephone numbers, and the names of reference contacts for each project. Similar project descriptions should be submitted for all subcontractors.
 - A proposed approach for undertaking this development, including:
 - Detailed scope of work and
 - Schedule for predevelopment analysis, entitlement review, construction, etc.

The District will not be liable for any expenses incurred by Developers responding to this solicitation. All material submitted will be kept by the District.

VIII. STANDARD TERMS AND CONDITIONS

The District has the sole authority to select a Developer for this project and reserves the right to reject any and all proposals and to waive any informality or minor defects in proposals received.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing Developer of the conditions contained in this Request for Proposals, unless clearly and specifically noted.

The District will not pay for any information requested, nor is it liable for any costs incurred by the Developers in preparing and submitting proposals.

Intellectual Property. Any system or documents developed, produced or provided in response to this RFP, including any intellectual property discovered or developed by Developer in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in the RFP response. The Developer may retain copies of any and all material, including drawings, documents, and specifications, produced by

RFP Addenda. The District may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Developer's responsibility to understand and comply with any addenda to this solicitation.

IX. GENERAL INFORMATION

- A. **Proposal Inclusions.** All documents requested hereunder shall be submitted in their entirety, with ALL applicable portions fully completed by the Proposer. Each Proposer is encouraged to review and confirm that its proposal includes and specifically addresses all of the proposal requirements set forth in this RFP prior to submitting its proposal in accordance to the District.
- B. **Withdrawal of Proposal Before Closing.** Proposer may request the withdrawal of its submitted proposal by written request at any time prior to the Closing. Upon receiving written request to withdraw any proposal, the District will consider said proposal null and void, and shall thereafter return the proposal to the Proposer. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).
- C. **Proposal Submittal.** Each Proposer shall complete and submit to the District one (1) original and six (6) copies of its proposal. Double sided printing is strongly encouraged. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered.
- D. **Final Contract Execution.** Upon acceptance of a proposal by the District, in its sole discretion, the prevailing Proposer shall prepare the Agreement to be executed by both parties upon final review by the District.
- E. **Acceptance of Conditions.** It is each Proposer's responsibility to examine the scope and location of the proposed work in order to become fully acquainted with the specifications and the nature of the work to be accomplished under the Proposed Project. No Proposer shall have any claim against the District based on Proposer's understanding of the Proposed Project, including but not limited to, ignorance of the nature and requirements of the services requested, misapprehension of the work environment, or misunderstanding of the specification or any provision of any subsequently executed agreement.

By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

1. Proposal and price shall be valid and binding on Proposer for ninety (90) days following the Closing and will become part of any final agreement negotiated with the District respecting the Proposed Project (the "Agreement").
2. The District may require whatever evidence it deems necessary relative to the Proposer's financial stability and ability to perform the services necessary to complete the Proposed Project.
3. The District reserves the right to request further information from any Proposer, either in writing or orally, to establish or confirm any of Proposer's stated qualifications.
4. The District reserves the right to conduct its own investigation into and analysis of any Proposer's stated qualifications.

5. The District reserves the right, in its sole discretion, to judge any Proposer's representations, and to determine whether such Proposer is qualified to undertake services in accordance with the criteria set forth herein. Each Proposer, by submitting a proposal responsive to the RFP, expressly acknowledges and agrees that the judgment of the District as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.
- F. **Licensing.** Each Proposer, and any sub-contractor(s) of such Proposer, shall possess any and all necessary certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California, and shall provide evidence of such to the District with their proposal in such a form as the District shall require.
- F. **Insurance.** The prevailing Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance coverage as follows: General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability; Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL); Worker's Compensation Insurance of at least \$1,000,000.00 per claim. The District reserves the right to modify the required coverage amounts set forth herein in accordance with the requirements of the Proposed Project. Each Proposer is requested to inquire with the District prior to submitting its proposal responsive to this RFP in the event it does not carry these coverages.
- G. **Contract Bonds.** Contract bonds are required for the Proposed Project.
- H. **Prevailing Wage.** The Contractor shall forfeit as penalty, to the District fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinafter stipulated for any work done under the attached contract, by Contractor, or by any subcontractor under Contractor, in violation of the provisions of the Labor Code and in particular Sections 1770 to 1781 thereof, inclusive.
- I. **Public Record.** Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and made available to the public upon request in accordance with Chapter 3.5 of Division 7 of Title 1 of the California Government Code, commencing with section 6250, also known as the California Public Records Act (the "Act"), unless otherwise marked as copyrighted material, trade secrets or other proprietary information. Each Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information such Proposer claims are exempt from disclosure pursuant to the Act. Each Proposer claiming such an exemption must also state in the proposal that: "The Proposer agrees to indemnify and hold harmless the District and its officers, employees and agents from any claims, liability or damages (including reasonable attorneys' fees) against the District and to defend any actions brought against the District for its refusal to disclose such material, trade secrets or other proprietary information to any party."
- J. **Equal Opportunity.** The District requires all Proposers to comply with equal opportunity policies and laws, whether state or federal.
- K. **Independent Contractor.** The Proposer chosen by the District shall perform any services under the Agreement as an independent contractor. All persons employed by a firm in

accordance with an Agreement resulting from this RFP will be employees of Proposer not of the District. It is the express intention of the parties that Proposer shall act as an independent contractor and not as an employee, servant, joint venture or partner of the District, and that nothing in this RFP or the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Proposer or District and Proposer's employees, subcontractors, agents or representatives. Proposer shall enter into the Agreement as, and shall continue to be, an independent contractor.

- L. **Conflict of Interest.** No official, officer, or employee of the District during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this RFP or the Agreement or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the District has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the District, and that if any such interest comes to the knowledge of either party at any time, a full disclosure of such information will be made in writing to the other party or parties.
- M. **Confidentiality.** Provide assurances that Proposer shall take adequate actions and implement precautions to protect the District's confidential information, including, without limitation, all information related to patient care.
- N. **Indemnity.** Provide assurances that Proposer shall defend, hold harmless and indemnify District against any acts or omissions by Proposer or its employees, subcontractors, agents or representatives in the provision of services under the Agreement.

X. PROPOSAL EVALUATION

Proposals will be evaluated by the District's Board of Directors. The Board will make the final selection after reviewing each of the proposals that are submitted in accordance with the terms of this RFP. The Board may request in-person meetings with some or all of the Proposers prior to making its decision. Factors to be considered by the Board include, but are not limited to, expertise and experience, key personnel, past performance on similar assignments, geographic location and accessibility, and overall cost and fees.

Accepted and agreed upon by:

Sandra L. Ormonde
Chief Executive Officer
Tulare Local Health Care District
Date _____

Name _____
Title _____
Company Name _____
Date _____

APPENDIX A

SITE PLAN

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