



02Oct2026

VIA EMAIL

Seth Beres
Humboldt Transit Authority
133 V Street
Eureka, CA 95501
seth@hta.org

CC: ACGC – estimating@acgcinc.com

RE: Formal Bid Protest – Project 24-01, Construction of Maintenance Bay Retrofit to Support Fuel Cell Electric Buses

Dear Mr. Beres:

McKeeever Energy & Electric, Inc. ("McKeeever") hereby submits this formal bid protest regarding Humboldt Transit Authority's determination that McKeeever's bid is nonresponsive due to "Bid Bond irregularities" and its identification of ACGC as the presumptive awardee. McKeeever submitted the apparent low bid of \$599,948.71, approximately \$117,000 below ACGC's base bid. McKeeever respectfully requests reconsideration of HTA's determination.

The IFB expressly provides that a substantially conforming bid may be accepted where a variance could not have affected the bid amount or provided the bidder an advantage unavailable to other bidders. The same provision reserves HTA's right to "waive any informality or irregularity in the bids or in the bidding." *IFB §2.5, Responsible Bidders, Responsive Bids, pp. 11–12.*

The Notice to Bidders similarly provides that HTA "reserves the right to waive any information or irregularities in the bids that don't affect price, time, or the Scope of Work." *IFB, Notice to Bidders, p. 8.*

McKeever submitted an original Bid Bond with its sealed bid. HTA has identified only “Bid Bond irregularities” as the basis for its determination and, as of the filing of this protest, has not provided McKeever with a copy of its submitted Bid Bond or identified the specific alleged irregularity. McKeever therefore submits this protest based upon the information presently made available by HTA and expressly objects to the determination that its Bid Bond renders its bid nonresponsive. Accordingly, McKeever respectfully requests that HTA:

1. Provide an electronic copy of McKeever's submitted Bid Bond and a written explanation identifying the specific irregularity upon which HTA's determination is based; and
2. Reconsider McKeever's responsiveness pursuant to §2.5 and the Notice to Bidders and, if the identified irregularity is waivable under those provisions, recognize McKeever as the lowest responsive and responsible bidder.

This protest is timely submitted pursuant to IFB §2.19, Bid Protest Procedure. A copy is being transmitted concurrently to ACGC in accordance with §2.19(c), and McKeever expressly preserves its rights under the Contract Documents.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nate McKeever', followed by a long horizontal line extending to the right.

Nate McKeever
CEO
McKeever Energy & Electric, Inc.



October 2, 2026

Seth Beres
Humboldt Transit Authority
133 V St., Eureka, CA 95501
Sent via email: seth@hta.org

**Re: Bid for Project #24-01 Maintenance Bay Retrofit
Response to Bid Protest by McKeever Energy & Electric, Inc.**

Dear Mr. Beres:

Adams Commercial General Contracting, Inc. ("ACGC") is in receipt of your email dated October 1, 2026 stating that we are the presumptive awardee for the above-named project. We are also in receipt of the letter of protest sent by McKeever Energy & Electric, Inc. (McKeever) today.

ACGC agrees with Humboldt Transit Authority's (HTA) assessment that McKeever's submitted bid is not responsive to the Bid Invitation. Below is a list of notable deficiencies:

1. Failure to Properly Execute the Required Bidder's Security Form.

Two bond forms are included with McKeever's bid packet. One identifies the surety as Vicker's Insurance Agency, Inc., and the other identifies Western Surety Company as the surety. This inconsistency creates uncertainty regarding the identity of the entity purportedly providing bidder security.

- a. McKeever's bid should be rejected on the basis that his price is not guaranteed by a substantive bid bond.

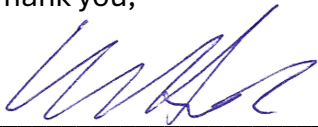
2. Failure to Maintain Workers' Compensation Insurance and List Subcontractors

Per the California Contractors State License Board website, McKeever does not carry Workers' Compensation insurance for the reason of having no employees. McKeever did not complete the Subcontractor List form by stating which trades each Subcontractor will perform. Based on the information available on McKeever's Subcontractor List, he did not list subcontractors for the plumbing and painting trades. This implies McKeever intends to perform the plumbing and painting scopes of work himself, but the work as outlined in the Bid Documents is impossible for one person to complete alone.

- a. California Labor Code § 3700 requires every employer to secure payment of workers' compensation benefits through workers' compensation insurance or an approved self-insurance program.
- b. California Public Contract Code §4104 requires public works bidders to identify subcontractors who will perform work in excess of one-half of one percent (0.5%) of the total bid amount.
- c. McKeever's bid should be rejected on the basis that he did not list subcontractors to perform the plumbing and painting scopes of work, which would require a workforce he cannot insure.

ACGC submitted a complete and fully responsive bid package and are happy to proceed with performing the work for this project.

Thank you,



Will Adams, President

Cc: Nathan McKeever, McKeever Energy & Electric, Inc., nm@gomckeever.com



October 2, 2026

VIA EMAIL

Seth Beres
Humboldt Transit Authority
133 V Street
Eureka, CA 95501
seth@hta.org

CC: ACGC – estimating@acgcinc.com

RE: Project 24-01 – McKeeever Response to ACGC Protest Response

Dear Mr. Beres:

McKeeever Energy & Electric, Inc. (“McKeeever”) submits this response to ACGC's October 2, 2026 letter regarding McKeeever's pending bid protest.

HTA's October 1 determination identified McKeeever's bid as nonresponsive due to “Bid Bond irregularities.” As of this response, HTA has not provided McKeeever with a copy of its submitted Bid Bond, identified the specific alleged irregularity, or otherwise explained the basis for that determination. The only additional information McKeeever has received is ACGC's October 2 response.

Bid Bond

ACGC contends that references to Vickers Insurance Agency, Inc. and Western Surety Company create uncertainty regarding the identity of the surety and whether McKeeever's bid price is guaranteed. The entity that prepared the bond has now directly addressed that concern. James Daniel White, President of Vickers Insurance Agency, confirms in writing that the Power of Attorney submitted with the bond authorized him to execute the bond on behalf of Western Surety Company. Mr. White further confirms that he contacted Western Surety and that “the bond is still valid and the price is guaranteed.” A copy of Vickers' October 2 letter is enclosed.

McKeeever Energy & Electric, Inc., dba McKeeever
Electrical, Energy & Infrastructure
5000 West End Road #4, Arcata, CA 95521 | 707.407.6990 | gomckeeever.com
DIR 100000429 | DVBE & SB-PW 1732063 | CSLB A, C10 & C46 965286

Accordingly, Vickers and Western Surety do not represent competing sureties. Vickers is the insurance agency whose authorized representative executed the bond; Western Surety is the surety securing McKeever's bid.

McKeever is not seeking to replace, supplement, or issue a new bond after bid opening. The surety's existing obligation under the bond submitted with McKeever's sealed bid has simply been confirmed. As of this response, however, HTA has still not identified the specific Bid Bond irregularity upon which its October 1 determination was based. McKeever has only ACGC's explanation to respond to. Based on that explanation, the concern regarding Vickers and Western Surety has now been directly resolved.

ACGC's Additional Assertions

ACGC also raises subcontractor and workers' compensation issues that were not identified by HTA as grounds for its October 1 determination. ACGC asserts that McKeever did not identify subcontractors for plumbing and painting and therefore infers that McKeever intended to self-perform that work. That inference is incorrect.

McKeever's submitted Form C identifies Crawford Construction as a subcontractor performing 15% of the Project, together with Crawford's contractor license number and DIR registration number. Crawford's assigned scope is a multi-trade building package that includes concrete, metals, openings, finishes/painting, plumbing/gas work, and related building work. Crawford holds a Class B General Building license appropriate to its multi-trade scope. Crawford was disclosed at bid time at 15%. McKeever is not seeking to add or substitute Crawford, change Crawford's percentage, alter its bid price, or reassign scope of work after bid opening.

ACGC's related workers' compensation argument rests on the same incorrect assumption that McKeever intended to self-perform Crawford's work. It did not.

Requested Action

McKeever submitted the apparent low base bid of \$599,948.71, approximately \$117,000 below ACGC's base bid. The only reason HTA has identified for determining McKeever's bid nonresponsive is "Bid Bond irregularities." The concern subsequently identified by ACGC has now

been addressed directly by the bond producer, who confirmed with Western Surety that the bond remains valid and McKeever's bid price is guaranteed.

McKeever therefore respectfully requests that HTA reconsider and withdraw its October 1 nonresponsiveness determination and evaluate McKeever as the apparent low bidder. If HTA believes a different Bid Bond defect remains, McKeever respectfully requests that HTA identify that specific defect and provide McKeever with a copy of the Bid Bond upon which its determination is based before taking further award action.

McKeever remains ready, willing, and bound to perform the Project at its submitted bid price.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. McKeever', followed by a long horizontal line extending to the right.

Nathan McKeever
CEO
McKeever Energy & Electric, Inc.

Enclosures:

October 2, 2026 Letter from Vickers Insurance Agency, Inc.
October 2, 2026 Letter from ACGC, Inc.



October 2nd, 2026

Dear Nathan Mckeever,

I have reviewed the issues you identified with the bid bond we prepared for the HTA project. The Power of Attorney document shows that I was granted authority to sign the bond for Western Surety Company as I am the president of Vickers Insurance Agency. I have spoken with Western Surety Company and confirmed the bond is still valid and the price is guaranteed.

My best regards,

James Daniel White,

President

Vickers Insurance Agency, CA Lic 6007550

Vickers Insurance Agency, Inc.

P.O. Box 1003
Eureka, CA 95502

2222 Myrtle Ave
Eureka, CA 95501

(707) 443-1648



October 2, 2026

Seth Beres
Humboldt Transit Authority
133 V St., Eureka, CA 95501
Sent via email: seth@hta.org

**Re: Bid for Project #24-01 Maintenance Bay Retrofit
Response to Bid Protest by McKeever Energy & Electric, Inc.**

Dear Mr. Beres:

Adams Commercial General Contracting, Inc. ("ACGC") is in receipt of your email dated October 1, 2026 stating that we are the presumptive awardee for the above-named project. We are also in receipt of the letter of protest sent by McKeever Energy & Electric, Inc. (McKeever) today.

ACGC agrees with Humboldt Transit Authority's (HTA) assessment that McKeever's submitted bid is not responsive to the Bid Invitation. Below is a list of notable deficiencies:

1. Failure to Properly Execute the Required Bidder's Security Form.

Two bond forms are included with McKeever's bid packet. One identifies the surety as Vicker's Insurance Agency, Inc., and the other identifies Western Surety Company as the surety. This inconsistency creates uncertainty regarding the identity of the entity purportedly providing bidder security.

- a. McKeever's bid should be rejected on the basis that his price is not guaranteed by a substantive bid bond.

2. Failure to Maintain Workers' Compensation Insurance and List Subcontractors

Per the California Contractors State License Board website, McKeever does not carry Workers' Compensation insurance for the reason of having no employees. McKeever did not complete the Subcontractor List form by stating which trades each Subcontractor will perform. Based on the information available on McKeever's Subcontractor List, he did not list subcontractors for the plumbing and painting trades. This implies McKeever intends to perform the plumbing and painting scopes of work himself, but the work as outlined in the Bid Documents is impossible for one person to complete alone.



- a. California Labor Code § 3700 requires every employer to secure payment of workers' compensation benefits through workers' compensation insurance or an approved self-insurance program.
- b. California Public Contract Code §4104 requires public works bidders to identify subcontractors who will perform work in excess of one-half of one percent (0.5%) of the total bid amount.
- c. McKeever's bid should be rejected on the basis that he did not list subcontractors to perform the plumbing and painting scopes of work, which would require a workforce he cannot insure.

ACGC submitted a complete and fully responsive bid package and are happy to proceed with performing the work for this project.

Thank you,

Will Adams, President

Cc: Nathan McKeever, McKeever Energy & Electric, Inc., nm@gomckeever.com



October 2, 2026

Seth Beres
Humboldt Transit Authority
133 V St., Eureka, CA 95501
Sent via email: seth@hta.org

**Re: Bid for Project #24-01 Maintenance Bay Retrofit
Response to 2nd Bid Protest Letter by McKeever Energy & Electric, Inc.**

Dear Mr. Beres:

Adams Commercial General Contracting, Inc. ("ACGC") is in receipt of the second letter of protest sent by McKeever Energy & Electric, Inc. (McKeever) today.

ACGC will not weigh in further on the status of McKeever's bid bond, but maintains that it is not responsive to the bid requirements.

ACGC also maintains that McKeever's bid submission is unresponsive based on the Subcontractor List being incomplete. The Instructions to Bidders is clear that all blank spaces must be filled in, and the first column of the Subcontractor List requires "Name of Subcontractor and Description of Work Being Performed." No descriptions of work are listed on McKeever's form.

McKeever now asserts in his most recent letter that Crawford Construction will perform "concrete, metals, openings, finishes/painting, plumbing/gas work, and related building work." This is a long list of work and Crawford Construction also does not carry Workers' Compensation insurance at this time.

The Invitation to Bid, Section 5.3 Insurance and Indemnity, states (emphasis added),

*"Bidder agrees that Bidder is responsible to ensure that the requirements set forth in the Agreement and this article/paragraph **are also to be met by Bidder's subcontractors/consultants** who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed at the Owner's administrative office.*

A. Workers' Compensation: A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California."



Form K: Labor Certification, Item 8 in the bid submission packet, and that McKeever signed, says (emphasis added),

*"California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, the Bidder hereby certifies that it is aware of the provision of Section 3700 of the Labor Code which require **every employer to be insured against liability for workers' compensation** or to undertake self-insurance in accordance with the provision of that code, and that it will comply with such provisions before commencing the performance of the work of this contract."*

The accumulation of these mistakes in McKeever's bid submission makes it clear that he is not a responsive and responsible bidder. ACGC looks forward to a successful project.

Thank you,

Will Adams, President

Cc: Nathan McKeever, McKeever Energy & Electric, Inc., nm@gomckeever.com

Attachments: Printouts from CSLB website for McKeever & Crawford



▼ Contractor's License Detail for License # 965286

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/2/2026 4:13:16 PM

Business Information

MCKEEVER ENERGY & ELECTRIC INC
5000 WEST END RD 4
ARCATA, CA 95521
Business Phone Number:(707) 407-6990

Entity Corporation
Issue Date 09/07/2011
Expire Date **09/30/2027**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [C10 - ELECTRICAL](#)
- ▶ [C46 - SOLAR](#)
- ▶ [A - GENERAL ENGINEERING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [ARCH INSURANCE COMPANY](#).

Bond Number: SU71283770000

Bond Amount: \$25,000

Effective Date: 07/15/2026

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual NATHAN MCKEEVER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 11/18/2021

[BQI's Bond History](#)

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

Effective Date: 09/14/2025

Expire Date: None

[Workers' Compensation History](#)

Other

► Personnel listed on this license (current or disassociated) are listed on other licenses.

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▼ Contractor's License Detail for License # 1010675

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- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/2/2026 4:14:55 PM

Business Information

CRAWFORD CONSTRUCTION SPECIALTIES
1333 UNION STREET
EUREKA, CA 95501
Business Phone Number:(707) 382-2854

Entity Sole Ownership

Issue Date 01/29/2016

Expire Date **01/31/2028**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

[B - GENERAL BUILDING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 101038665

Bond Amount: \$25,000

Effective Date: 02/21/2026

[Contractor's Bond History](#)

Workers' Compensation

This license is exempt from having workers compensation insurance; they certified that they have no employees at this time.

Effective Date: 12/28/2025

Expire Date: None

[Workers' Compensation History](#)



October 5, 2026

VIA EMAIL

Seth Beres
Humboldt Transit Authority
133 V Street
Eureka, CA 95501
seth@hta.org

CC: Adams Commercial General Contracting, Inc.

RE: Project 24-01 – McKeeever Response to ACGC's Second Protest Response

Dear Mr. Beres:

McKeeever Energy & Electric, Inc. ("McKeeever") submits this response to ACGC's latest October 2 letter.

At this point, the pattern is difficult to ignore. ACGC has moved from McKeeever's Bid Bond, to McKeeever's workers' compensation exemption, to the absence of work descriptions on McKeeever's subcontractor list, and now to Crawford Construction's workers' compensation exemption. As each issue is answered, ACGC searches the post-bid record for another technical basis upon which the apparent low bidder might be disqualified. Its latest letter ultimately relies on what it calls the "accumulation of these mistakes" to argue that McKeeever should be rejected.

That is uncomfortably close to precisely the type of post-bid exercise that the materiality standard is intended to prevent: a higher bidder examining the low bidder's documents after prices are public and attempting, item by item, to convert clerical omissions and administrative details into grounds for disqualification.

The relevant question is not how many technical objections ACGC can identify after bid opening. The question is whether an alleged irregularity materially affected McKeeever's bid, changed its price or commitment, or gave McKeeever an unfair competitive advantage.

None of ACGC's successive objections demonstrates that.

McKeever submitted the lowest bid. Its price is fixed. Its subcontractors were identified. Its Bid Bond was submitted with its bid. McKeever remains prepared to perform the Project at its submitted price.

1. ACGC Has Now Stepped Away From Its Bid-Bond Argument

The Bid Bond was ACGC's original substantive attack and, more importantly, "Bid Bond irregularities" was the reason HTA originally identified for determining McKeever nonresponsive.

McKeever responded by obtaining written confirmation from the surety that James Daniel White was authorized under the Power of Attorney to execute the bond for Western Surety Company and that the bond remains valid and McKeever's price is guaranteed.

ACGC's latest response now states:

"ACGC will not weigh in further on the status of McKeever's bid bond."

That is significant.

ACGC challenged the bond. McKeever answered that challenge. Rather than continuing to contest the issue upon which HTA's original nonresponsiveness determination was based, ACGC has moved on to entirely different grounds for rejecting McKeever.

2. The Form C Omission Is a Minor Irregularity, Not a Change to McKeever's Bid

ACGC next argues that McKeever must be rejected because the work-description portion of its subcontractor listing was incomplete.

But the relevant question is what that omission actually changed.

Crawford Construction was identified on McKeever's bid-day subcontractor list at 15%, together with its contractor license and DIR registration information. McKeever has not added or substituted Crawford after bid opening. Crawford's 15% participation has not changed. McKeever's bid price has not changed. No work has been reassigned to obtain a post-bid pricing advantage. There has been no bid shopping.

The omission was the written description of work assigned to an already identified subcontractor whose participation was disclosed at bid time.

Recent California public procurements demonstrate why that distinction matters.

In 2025, the City of San José considered a formal protest against apparent low bidder Redgwick Construction based specifically on errors in its subcontractor listing. Among the alleged defects, Redgwick had omitted a line item of work from the scope identified for an already-listed electrical subcontractor. The City expressly rejected the contention that these errors necessarily made the bid nonresponsive, determined that the omission was a minor irregularity subject to waiver, and proceeded with the low bidder.

That is remarkably close to the issue ACGC raises here: the subcontractor was disclosed; information describing its work was incomplete.

There is another useful Northern California example. In 2022, the City of Dublin expressly waived multiple bid irregularities associated with the Dublin Boulevard Pavement Rehabilitation Project and awarded the approximately \$3.126 million contract to Ghilotti Bros., Inc. The irregularities included bid-calculation/document issues and an incorrect subcontractor value. The City Council staff report expressly recommended “waiving minor bid irregularities” and awarding the contract to Ghilotti Bros. as the lowest responsive bidder.

That example is particularly relevant to ACGC's new theory that an “accumulation” of alleged mistakes somehow becomes dispositive merely because more than one can be identified. It does not. Multiple clerical or administrative irregularities remain subject to evaluation based upon their materiality, not their count.

These examples are not presented as binding precedent upon HTA. They illustrate how other California public agencies apply the same basic distinction HTA's own IFB recognizes: a technical irregularity that does not affect price, commitment, competition, or confer an unfair advantage need not defeat the public's low bid.

3. ACGC's New Crawford Workers' Compensation Argument Does Not Establish Nonresponsiveness

Having received McKeever's explanation of Crawford's scope, ACGC then searched Crawford's CSLB record and raised yet another theory: Crawford currently maintains a workers' compensation exemption.

That is precisely the pattern that concerns McKeever.

Crawford's CSLB record establishes that Crawford presently has no employees and therefore presently maintains an exemption. It does not establish that Crawford is prohibited from performing this Project, incapable of hiring employees, or incapable of securing workers' compensation coverage when and if coverage becomes required.

More importantly, the very Form K language ACGC relies upon states that the contractor will comply with applicable workers' compensation requirements “before commencing the performance of the work of this contract.”

Crawford has not commenced performance. No contract has even been awarded to McKeever. A current lawful workers' compensation exemption is therefore not evidence that Crawford will fail to satisfy the Project's insurance requirements when those requirements become applicable.

ACGC is using information obtained after bid opening to construct a hypothetical future compliance problem and then offering that hypothetical as another reason to reject the low bidder today.

That is speculation, not a defect in McKeever's bid.

4. This Process Is Drifting Away From the Purpose of Competitive Bidding

McKeever understands and respects ACGC's right to protect its interests as a bidder. But there is an important distinction between identifying a material defect in a competitor's bid and conducting an open-ended, post-bid search for additional technical objections after the bidder has answered the previous ones.

That is uncomfortably close to what is happening here.

The sequence is now unmistakable: Bid Bond → McKeever WC exemption → Form C work descriptions → Crawford WC exemption.

The bond issue is answered, and ACGC now says it will not address it further. The Form C issue concerns the description of work assigned to a subcontractor who was already identified at bid time. The Crawford WC argument is based upon a post-bid CSLB search and speculation concerning Crawford's future staffing and insurance arrangements.

At some point, repeatedly searching the low bidder's post-bid records for another technical objection stops serving the purpose of competitive bidding and begins to look like an effort to nickel-and-dime an otherwise fixed low bid out of existence through technicalities.

McKeever respectfully submits that HTA should not allow the protest process to become that.

5. The Material Facts Have Not Changed

- McKeever submitted a base bid of \$599,948.71;
- ACGC submitted a base bid of \$716,970.00;
- The difference is \$117,021.29;
- McKeever's price has not changed;
- Crawford was identified at bid time;
- Crawford's percentage has not changed;
- No subcontractor substitution has been requested;
- No post-bid price adjustment has occurred;
- No bid shopping has occurred.
- The Bid Bond remains valid and McKeever's price is guaranteed.

Those are the facts that matter when determining whether an irregularity is material.

Conclusion

ACGC began by attacking the Bid Bond. When McKeever produced confirmation addressing that issue, ACGC moved to McKeever's workers' compensation status. It then focused on missing work descriptions. After McKeever explained Crawford's scope, ACGC searched Crawford's CSLB record and raised Crawford's workers' compensation exemption. Now ACGC asks HTA to treat the resulting “accumulation” as proof that McKeever should be disqualified.

The recent San José and Dublin examples demonstrate that California public agencies do not automatically disqualify low bidders because subcontractor forms or other bid documents contain clerical errors—even multiple errors. **They examine whether the irregularity actually affected the bid, altered the bidder's commitment, or produced an unfair competitive advantage.**

That is the analysis McKeever respectfully asks HTA to apply here. Even if there were an accumulation of immaterial irregularities they still do not become a material defect merely because a competing bidder continues to identify additional ones after bid opening.

McKeever is the apparent low bidder by approximately \$117,000. Its price remains fixed. Its listed subcontractors remain identified. Its Bid Bond remains valid and guarantees its price. ACGC has identified no post-bid price change, subcontractor substitution, bid shopping, withdrawal right, or competitive advantage flowing from the issues it raises.

McKeever therefore respectfully requests that HTA bring the analysis back to materiality, exercise the waiver authority expressly provided by the IFB, withdraw its determination that McKeever is nonresponsive, and proceed with McKeever as the apparent low bidder.

As you know, McKeever remains ready, willing, and bound to perform Project 24-01 at its submitted bid price.

Thank you,

Nate McKeever, CEO