

REPLACEMENT OF BOILERS IN PHASE 1 OF LAKE COUNTY JAIL



COUNTY OF LAKE

Request for Proposal (RFP)

for

Replacement boiler system in Phase 1

Re-issued: March 16, 2011

By:

Name: Francisco Rivero

Title: Sheriff

DUE DATE AND TIME: Thursday, April 21, 2011

PROPOSAL TITLE: "Boiler system replacement"

You are invited to submit proposals in accordance with the requirements of this solicitation, which are contained herein.

**Mail or Delivery: Lake County Sheriff's Office
P.O. Box 489
1220 Martin Street
Lakeport, CA 95453**

REPLACEMENT OF BOILERS IN PHASE 1 OF LAKE COUNTY JAIL

1. Purpose

The County of Lake is seeking a contractor to prepare a proposal for the replacements of two existing boilers in Phase 1 of the Lake County Jail/Hill Road Facility. Proposal shall be in accordance with the objectives, assumptions and requirements specified in the following Scope of Work. Respondents are encouraged to suggest additions or modifications to the Scope of Work that will enhance the existing system.

2. Background:

The Lake County Jail/Hill Road Facility is the only correctional facility within the County of Lake. It operates 24/7, 365 days per year. Phase 1 houses a maximum of 170 inmates. Included are 53 sinks, 16 shower heads, 5 janitor closets and 2 – 1,085 gallon holding tanks. The facility is connected to solar power for its electrical usage. The boilers currently use propane and are not included in the solar field.

3. General Process:

3.1 Registration and Inquiries: Proposers must register with the Department by March 23, 2011 to receive any amendments or other communications regarding this RFP. Proposers failing to register assume complete responsibility in the event that amendments or other communications are issued. To register or make inquiries regarding this RFP, contact:

Mary Beth Strong, Administrative Manager

Lake County Sheriff's Office

1220 Martin Street, Lakeport, CA 95453

Telephone: (707) 262-4218

Proposers may contact only the individual identified above and are specifically directed not to contact other Departmental or County personnel for meetings, conferences, or other technical discussions related to the RFP. No questions will be answered by other Departmental or County staff.

3.2 Proposer's Conference:

A **mandatory** pre-proposal conference will be held Monday, March 28, 2011 at 3:00 p.m. at the Lake County Jail, Hill Road Facility, 4913 Helbush Drive, Lakeport. If you plan to attend the Pre-proposal meeting, it is required that you RSVP to the individual listed above. Failure to attend the mandatory pre-proposal conference will exclude any vendors from submitting a bid.

The Department may accept oral questions during the conference and will make reasonable attempts to provide answers prior to the conclusion of the conference. However, oral answers given to oral questions shall not be binding.

The Department reserves the right to decline to respond to any questions if, in the assessment of the Department, the information cannot be obtained and shared with all potential proposers in a timely manner.

REPLACEMENT OF BOILERS IN PHASE 1 OF LAKE COUNTY JAIL

- 3.3 Inquiries/Requests for Additional Information: Fax or email any questions you have, at least five (5) days prior to proposal opening to the following designated County contact(s):

Name: Mary Beth Strong
Title: Administrative Manager
Email: mbs@co.lake.ca.us
Fax: 707-262-4220

No communication is to be had with any other County employee regarding this Request for Proposal.

Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all vendors that have Registered.

The Department reserves the right to decline to respond to any questions if, in the assessment of the Department, the information cannot be obtained and shared with all registered proposers in a timely manner.

- 3.4 Time Table:

Issuance of RFP: March 16, 2011

Mandatory pre-proposal conference: Monday, March 28, 2011

Questions due: Wednesday, March 30, 2011

RFP submission deadline: Thursday, April 21, 2011

4. **Format and Submission of Proposals**

- 4.1 Proposal Compliance: In order to enable direct comparison of competing responses, you must submit your Proposal in conformity to the requirements stated herein. Failure to adhere to all requirements may result in your Proposal being disqualified as non-responsive.
- 4.2 Proposal Deadline: All Proposals must be received no later than the date and time and at the location specified on the Title page. Proposals received after this time and date will not be considered.
- 4.3 Proposal Content: Please assemble your Proposal in the following order.
- a. **Cover Letter**: A standard business letter must be included which represents your agreement to supply the requested goods and/or services detailed in the RFP.
 - b. **Company Profile**: Provide a brief history of your company, and an executive summary of your response. Content should be no more than two pages.
 - c. **Project Understanding and Approach**: Provide an overview of your understanding of the needs of the department, and understanding of the services to be provided and your approach to the work.
 - d. **Scope of Work**: Provide your specific proposal to address the Scope of Work outlined in Section 6 below. At the very least, this should describe in detail how the service shall be provided and include a description of major tasks and subtasks. Include also, a proposed time-line for completing the

REPLACEMENT OF BOILERS IN PHASE 1 OF LAKE COUNTY JAIL

work. If applicable, describe administrative and fiscal management of the program, personnel policies and expected use of subcontractors.

e. **Pricing:**

The proposal shall outline the proposed cost of providing a complete system which, at minimum, breaks-out equipment and labor costs.

All prices submitted are non-binding at this stage of the procurement process and are subject to negotiation.

Finally, provide a general description of your firm's preferred approach to contracting for your services, including your preferred contract type and compensation schedule.

f. **Distinguishing Features:** Highlight the main features that distinguish your company from your competition relative to this solicitation. This is also where you should specify the date by which you commit to have completed the study.

g. **Deviations:** State on a point-by-point basis, any proposed deviations from full compliance with the requirements described throughout this RFP. You must cite the paragraph number or describe the specific location of a requirement specified in any attachment, for each deviation proposed. Deviations may be considered, provided that you submit adequate explanation and justification for any proposed. If none, please so state.

h. **References:** Provide a minimum of three references wherein you have provided like services in the last 24 months. Each reference to include company name, address, telephone number, and contact.

4.4 **Proposal Submission:** Submit to the appropriate location specified on the Title Page (either by mail or delivery), seven (7) complete copies of your Proposal in a sealed envelope or package, clearly marked on the outside with your company name and return address, the RFP Title and the due date. Faxed proposals will not be considered.

5. Evaluation Process

5.1 **Evaluation Panel:** Proposals may be evaluated by a panel of current County employees and members of the public. The sole purpose in the evaluation process is to determine which one serves the County's best interest. The panel's recommendation will be submitted to the Board of Supervisors, or its designee, for consideration. Any final analysis or weighted point score (if any) does not imply that one Respondent is superior to another, but simply that in the panel's judgment, the Respondent selected appears to offer the best overall solution for the County's current and anticipated needs.

5.2 **Investigation:** Submittal of a proposal authorizes us to investigate without limitation the background and current performance of your company and your present staff. Discovery of any material misstatement of fact may lead to disqualification of a proposal or to cancellation of any resulting Contract.

5.3 **Acceptability:** We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.

5.4 **Award Criteria:** Proposals will be evaluated in relation to all aspects of this Request. Nevertheless, additional weight will be given to the following criteria:

REPLACEMENT OF BOILERS IN PHASE 1 OF LAKE COUNTY JAIL

- a. Your responsiveness to this RFP.
- b. Your previous performance in providing said service.
- c. Our perception of your understanding of our objectives and our desired products and ability to provide quality assurance, as evidenced by your Proposal, and possibly by interviews with you.
- d. The date by which you will have completed the study.
- e. Evaluation of cost in relationship to the foregoing criteria.

6 Scope of Work: The Lake County Jail/Hill Road Facility currently has two existing propane boilers located in Phase 1. These boilers have two 1,085 gallon holding tanks. Due to a system failure, it has become necessary to either repair or replace these boilers with similar units or a different type system. Systems to be considered include but are not limited to, similar type propane boilers or on-demand hot water heaters. The department requires some type of a redundant system so if one unit fails the other will maintain the necessary hot water for this Phase. The department is also interested in installing a solar hydronic system that can be used during peak summer temperatures. In addition to inmate housing, Phase I also includes the laundry and kitchen. **Bidders are encouraged to submit more than one Proposal in order to reflect the cost of optional approaches or system configurations which may address the Facility's need. Proposals must include brand name of unit as well as warranty information.**

7 Standard RFP Terms and Conditions

By your submission of a proposal, you agree to be bound by the following conditions:

- 7.1 To the fullest extent allowed by law, RFP's will not be public record until discussion and negotiations with Respondent have been completed, as such premature disclosure would jeopardized the County's and the Respondents negotiating interests. If any proposal contains trade secrets or other information that is confidential or proprietary by law, Respondent shall label all such pages with a stamped annotation such as: "**CONFIDENTIAL-PROPRIETARY TRADE SECRETS, DO NOT DISCLOSE**", and further, provide written notification to the County of its request to keep said information confidential. A Respondent's request for confidentiality must be made in writing and enclosed in the envelope containing the proposal. The proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- 7.2 The County reserves the right to cancel this RFP at any time, even after opening of proposals.
- 7.3 County is not liable for any costs incurred by Proposer in the preparation, presentation or in any other aspect of the Proposal.
- 7.4 Disposition of Proposal(s) and Contract Award:
 - a. All proposals shall become the property of Lake County.
 - b. Failure to furnish all information requested in this RFP or to follow the proposal format may disqualify a proposal.
 - c. County reserves the right to accept or reject all or any part of any proposal, waive immaterial defects, informalities, irregularities, negotiate with all qualified Respondents, and award the contract to the firm or individuals, who, in the sole judgment of the County, best serves the interests of the

REPLACEMENT OF BOILERS IN PHASE 1 OF LAKE COUNTY JAIL

County. The County may terminate negotiations if, in its opinion, they are unsuccessful and begin negotiations with other respondents.

- d. A response to this RFP is an offer to contract with the County based upon the terms, conditions, scope of work and/or specifications contained herein. County shall have no contractual or other obligation to a Respondent under any successfully negotiated contract until the contract has been approved and signed by both parties. The contents of the proposal submitted by the successful Respondent and this RFP will become part of any contract awarded.
 - e. Issuance of this RFP in no way constitutes a commitment by the County to procure or contract for the articles of goods or services solicited.
 - f. Proposers may be required before the award of any contract to show, to the complete satisfaction of the County, the necessary facilities, ability, and financial resources to provide the services specified in a satisfactory manner.
- 7.5. Respondent shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this Request and any subsequent Contract, unless such damages, loss, injury or death is caused solely by the negligence of County.
- 7.6. Default by Respondent: In case of default by the successful Respondent, Lake County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Respondent, the difference between the price named in the Purchase Order, Contract, or Agreement with said Respondent and the County's subsequent cost to obtain substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time such purchase is made.
- 7.7. Lake County reserves the rights to amend, alter, or change the rules and conditions contained in this RFP prior to the deadline for submission and to request additional data after the deadline. If it becomes necessary to do so, an addenda or supplements to the RFP will be issued and shall become a part of the RFP. The County is not responsible for any other explanation or interpretation. It is the responsibility of the Respondent to ensure that he/she has received all addendums and/or supplements prior to submitting a proposal.
- 7.8. It is the County's intent that this Request for Proposal (RFP) permit competition. It shall be the Respondent's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County not later than ten (10) days prior to the date set for acceptance of proposals.
- 7.9. Errors and Omissions: If prior to the date fixed for submission of proposals, a respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its exhibits, it shall immediately notify the designated County contact of such error in writing and request modification or clarification.

REPLACEMENT OF BOILERS IN PHASE 1 OF LAKE COUNTY JAIL

Modifications and clarifications will be made by written addenda and distributed to all parties who have been furnished or who have requested the RFP.

- 7.10. Security and Confidentiality: To preserve the integrity of the security and confidentiality measures integrated into County operations, any Respondent required to come in contact with confidential County information in order to respond to this RFP and/or to perform the services solicited, may be required to sign and submit a Confidentiality Statement. Successful Respondent's personnel and/or subcontractors who may require periodic access to secured areas within the County, may be required to wear security identification badges. Badges will be issued to individuals only after satisfactory completion of a background check. Any such confidentiality and/or security measures will be part of the contract.
- 7.11. Insurance: Successful Respondent agrees to comply with the County's standard insurance provisions, which are available upon request.
- 7.12. Governing Laws: The laws of the State of California will govern any purchase order entered into between the County and the selected Respondent.
- 7.13. Each Respondent shall inform himself of, and the successful Respondent awarded a contract shall comply with, State and local laws, statutes, regulations, ordinances and generally accepted industry standards relative to the execution of the material supplied or work performed. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects..
- 7.14. This RFP supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter.
- 7.15. The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.