

**COUNTY OF YUBA
REQUEST FOR PROPOSAL**

Courthouse Generator Replacement



PROPOSAL CLOSING DATE:

***Monday, January 3, 2011
at 5:00pm***

The County of Yuba wishes to attain professional services for the purchase and installation of a new generator at the Yuba County Courthouse located at 215 5th Street, Marysville, CA 95901.

This is a federal aid funded project. Bidders are advised that, as required by federal law. Consultant/Contractor and subs must meet all Federal and State requirements as may be applicable.

I. SCOPE OF WORK

Services to be provided to the County are to include:

1. Install a new diesel generator in the basement of the Yuba County Courthouse in the location of the existing generator that is to be replaced.
2. Particular brand/manufacturer of the generator is up to the discretion of the Contractor/Consultant and should meet the parameters as set forth below:
 - a. Generator must fit in space and be brought in through the existing doorway (dimensions attached).
 - b. Unit will be ordered as an "open" unit, not enclosed in any sort of enclosure.
 - c. Generator must meet backflow pressure limitations of the existing exhaust flu.
 - d. Exhaust is routed to a chimney on the 3rd floor roof and utilizes approximately 110' of 4" conduit with four 90 degree elbows and two 45 degree elbows.
 - e. Generator selection must meet the air flow requirements for the radiator, given the venting and limitations of the room.
3. A detailed drawing and specification of the generator to be provided must be submitted with your proposal.
4. Installation of a new electrical panel that will include TVSS protection as necessary to accommodate the new generator.
5. Include any changes to modify existing slab if required and/or necessary for mounting the new generator.
6. We are not requiring any sound attenuation to the generator to reduce noise.
7. Generator shall have a 24 hour fuel capacity, and be provided with a full tank of diesel fuel.
8. Provide and install a new emergency panel (E-Panel), new transfer switch, wiring harness, and appropriate wire size in all necessary locations to handle increased amperage.
9. Connect all existing circuits to new panel.
10. Remove and haul away existing generator.

11. Vendor will include all required Feather River Air Quality Management District (FRAQMD) paperwork, permits, and fees in proposal. In addition, Contractor/Consultant is to include all associated building permits and inspection fees as necessary for project completion.
12. Provide “as built” red pencil sketch plans at end of project.
13. Copies of current electrical plans will be provided (not completely updated, soft copy DWG’s are not available).
14. The Contractor/Consultant shall ensure that the prevailing wage requirement is applied to anyone performing work on this project. Contractor/Consultant shall comply with the provisions of Section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Further information concerning Prevailing Wage rates can be found at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
15. Proposals should include the cost to ensure that temporary emergency power is available during the project. County prefers your proposal to provide the most cost effective option that meets the air flow requirements needed for the space.
16. Any required after hours work shall begin at 5:30pm, Monday through Friday, and anytime on Saturday and Sunday.
17. All employees working on this project in the basement of the courthouse will have to pass a DOJ and FBI Livescan criminal background check prior to commencing work with the Yuba County Probation Department. The cost of this criminal background check will be at the Contractor/Consultant’s expense.
18. Please include in your proposal a detailed chronological plan of how you propose to complete this project including: drawings, narrative, project plan, project schedule and make, model and specifications of the generator proposed.
19. Please include references of other projects you have completed of similar scope and size.

II. PROPOSALS SHOULD INCLUDE 2 OPTIONS

The project specifications indicated in Section I, “Scope of Work” should be incorporated into your Option 1 and Option 2 proposals.

OPTION 1:

Replace the existing generator with a new 3 phase, 480V, 180kW Diesel Generator, E-Panel, transfer switch, wiring harness and appropriate wiring size in all necessary locations to handle increased amperage.

OPTION 2:

Replace the existing generator with a new 3 phase, 480V, 150kW Diesel Generator, E-Panel, transfer switch, wiring harness and appropriate wiring size in all necessary locations to handle increased amperage.

The contract price paid for the options selected shall include full compensation for furnishing all labor, materials, tools, equipment, plans, and incidentals and for doing all work involved in supplying and installing the generator complete and in place including any modification necessary to the existing pad and/or facility.

III. RATE FOR SERVICE MAINTENANCE AGREEMENTS AND AN HOURLY RATE FOR SERVICE CALLS, IF AVAILABLE

If you are a consultant/contractor that can provide a service maintenance agreement and/or services calls for the County’s generators, please provide quotes for both of these items on Page 2 of 2 of the Proposal form. If this is something that your company does not provide, please mark the box indicating that this service is not available.

IV. STATEMENT OF QUALIFICATIONS

All submissions should include the following information:

- A company profile outlining its history, experience, size, and affiliations.
- An outline of a minimum of three current customers/clients with similar projects in scope and size, including their contact information
- The names and qualifications of key personnel to be assigned to this project
- Proof of a State of California Contractor’s license and all other licenses necessary for project completion.
- Proof of continuous Workers Compensation coverage (either copy of previous Insurance Accords or a letter from your provider stating the number of years of continuous coverage will suffice).

V. ADDITIONAL REQUIREMENTS

- a.) Contractor/Consultant must have direct experience conducting work in similar scope and implementation on at least three projects of equal or greater scope.
- b.) Contractor/Consultant shall designate one person or representative of the Contractor/Consultant who is authorized to act on its behalf with respect to this specified work.
- c.) The Contractor/Consultant shall ensure that the prevailing wage requirement is applied to anyone performing work on this project. Contractor/Consultant shall comply with

the provisions of Section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Further information concerning Prevailing Wage rates can be found at:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

- d.) The Contractor/Consultant must demonstrate they have the technical expertise, experience, facilities, capabilities, and financial resources necessary to perform the work in a satisfactory manner.
- e.) Part of the selection process will include a credit check and financial evaluation of the business.
- f.) Selection will be made by a County Evaluation Team. The Evaluation Team may deem it necessary to schedule presentations and/or interview applicants and key personnel. The County retains the right to interview applicants as part of the selection process. Members of the Evaluation Team are not to be contacted by the proposers.
- g.) All work performed shall be in compliance with appropriate OSHA standards, as well as all Federal, State, County, and local ordinances and regulations. Contractor/Consultant must obtain all licenses and permits required and Contractor/Consultant shall bear the cost for meeting this standard for all employees.
- h.) All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.
- i.) Contractor/Consultant should be able to provide proof that they have all appropriate state, federal, and local licenses required for the completion of this project, without any delinquencies.
- j.) Contractor/Consultant must ensure that all subcontractors working on this project have all appropriate state, federal and local licenses required for the completion of this project, without any delinquencies.
- k.) Contractor/Consultant should be able to provide proof of continuous General Liability, Auto and Workers Compensation Insurance coverage for the last five years.
- l.) Contractor/Consultants shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County and maintain such insurance during term of contract.

VI. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Contractor/Consultant or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County may select any Option or combination of Options outlined in the scope of work at its own discretion. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract(s), if awarded, will be awarded to the Contractor/Consultant whose proposal is considered the best value to the County. Best value will be determined based on price, responsiveness, and responsibility:

- a. The lowest price is determined by the total cost to the County.
- b. Responsiveness means a Contractor/Consultant who has submitted a proposal that conforms to the solicitation documents in all material aspects.
- c. A responsible Contractor and/or Consultant shall mean a Contractor and/or Consultant who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.

Thus the result will not be determined based solely on price. Although price is a factor, the County will consider awarding the contract(s) to the Contractor/Consultant that meets the best interest of the County as interpreted by the County.

The County reserves the right to negotiate the terms of the final contract agreement. The final determination of equipment, services, and dates and time work to be conducted will be provided and incorporated into the final agreement for services (contract).

VII. MANDATORY PRE-PROPOSAL SITE WALK & BIDDERS CONFERENCE

A mandatory comprehensive pre-proposal site walk and bidders conference will take place on Monday, December 13, 2010 beginning at 10:00am:

Date & Time: Monday, December 13, 2010 10:00am

Location: Flagpole located at the front of the Courthouse
215 5th Street
Marysville, CA 95901

Prospective Contractor and/or Consultants must send an email RSVP to Andrea Armstrong at aarmstrong@co.yuba.ca.us by 2:00pm PST on Friday, December 10, 2010. In addition, please email any questions you may have so that we can be fully prepared to answer them at the Bidders Conference.

Following the site walk, proposers will meet in the courthouse conference room to discuss any questions.

VIII. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- Statement of Qualifications
- Scope of Work
- Detailed Cost Estimate
- Detailed Drawing and/or Product Specification
- Project Plan and Project Schedule
- Attached Proposal Form
- Workers Compensation History
- Key Employee Information

IX. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- a. **Contract Term.** The term of the agreement resulting from this solicitation will be for the completion of the project estimated to be five (5) to six (6) months. The contract is expected to start in January 2011.
- b. **Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a Contractor/Consultant. Once selected, Contractor/Consultant and County will complete contract and agree upon start date and work schedule. County desires for the project to begin in January 2011.
- c. **Contract Form.** The final contract(s) will incorporate the appropriate terms and conditions from this solicitation.
- d. **References.** To receive consideration, proposals must clearly and specifically address how the requirements for each item will be met. Proposal must include a Statement of Experience and three references including contact information from projects similar to ours which we may contact as references.
- e. **Amendments and Addenda.** For the most up to date information, please see the County's website at:
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>

- f. **Submittal Instructions.** Before submitting a proposal, Contractor/Consultants shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. FOUR proposals must be submitted in a sealed envelope, clearly marked “**Courthouse Generator Replacement RFP**” to:

Yuba County Department of Administrative Services
Attn: Purchasing and Contracts
915 Eighth Street, Suite 119
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

- g. **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Monday, January 3, 2011 at 5:00pm**. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date.
- h. **Proposal Validity.** Proposals must be valid for a period of not less than ninety days (90) after the solicitation closing date.

Contact Information. Andrea Armstrong, Contracts and Purchasing Administrator for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service. Responses will be returned in writing and only the answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted and shared with all participants, applicants and Contractor/Consultants. Andrea’s contact information is: email aarmstrong@co.yuba.ca.us, fax 530-749-7884. Andrea’s contact phone number is 530-749-7880.

All questions subsequent to the bidders conference, must be received in writing by Tuesday, December 28, 2010 and will be responded to in the same form as received.

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PRICE PROPOSAL FORM**

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(This form should be included with your Proposal along with a Detailed Cost Estimate)

The undersigned has carefully checked all figures in his/her proposal and understands the County of Yuba will not be responsible for any errors or omissions in preparing this proposal. The proposal shall remain valid for any and all services provided for a period of sixty days.

RFP NAME: COURTHOUSE GENERATOR PROJECT _____

FIRM NAME: _____

CONTACT NAME: _____

ADDRESS OF FIRM: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

FEDERAL ID NUMBER: _____

DUNS NUMBER: _____

AUTHORIZED SIGNATURE: _____

NAME & TITLE: _____

A DETAILED COST ESTIMATE SHOULD BE INCLUDED WITH YOUR PROPOSAL INCLUDING A PROJECT PLAN, PROJECT SCHEDULE, AND DETAILED INFORMATION FOR THE GENERATOR YOU PROPOSE INCLUDING DRAWINGS AND SPECIFICATIONS AS WELL AS YOUR PLAN FOR TEMPORARY POWER.

PLEASE LIST 3 REFERENCES WITH LOCATION AND TELEPHONE NUMBER:

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Please attach any additional information that can be provided regarding your service maintenance agreements and/or service call costs, if applicable.

THIS SERVICE IS NOT AVAILABLE

(This box should be marked if your company does not provide such services)

SERVICE MAINTENANCE AGREEMENT DETAILS AND PRICING:

\$ _____

SERVICE CALL PRICING

\$ _____ HOURLY RATE
(Please define any additional rates, if applicable)

_____	\$ _____
_____	\$ _____
_____	\$ _____

Insurance Requirements for Contractor/Consultants

Contractor/Consultant shall produce and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor/Consultant, his agents, representatives, employees or subcontractors. If Contractor/Consultant fails to maintain the Insurance provided herein, County may secure such insurance and deduct the cost thereof from any funds owing to Contractor/Consultant.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Business Interruption Insurance

Minimum Limits of Insurance

Contractor/Consultant shall maintain limits no less than:

1. General Liability: (including operations, products and completed operations.) **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** each accident, **\$1,000,000** policy limit bodily injury by disease, **\$1,000,000** each employee bodily injury by disease.

If the Contractor/Consultant maintains higher limits than the minimums shown above, the County shall be entitled to coverage for the higher limits maintained by the Contractor/Consultant.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor/Consultant shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insured's with respect to liability arising out of automobile's owned, leased, hired or borrowed by or on behalf of the Contractor/Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor/Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the Contractor/Consultant's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor/Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor/Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the County.

Waiver of Subrogation

Contractor/Consultant hereby agrees to waive subrogation which any insurer of Contractor/Consultant may acquire from Contractor/Consultant by virtue of the payment of any loss. Contractor/Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all worked performed by the Contractor/Consultant, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating if no less than A:VII unless otherwise acceptable to the County.

Verification of Coverage

Contractor/Consultant shall furnish the County with original certificates and endorsements effecting coverage required by this clause. The endorsements should be forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

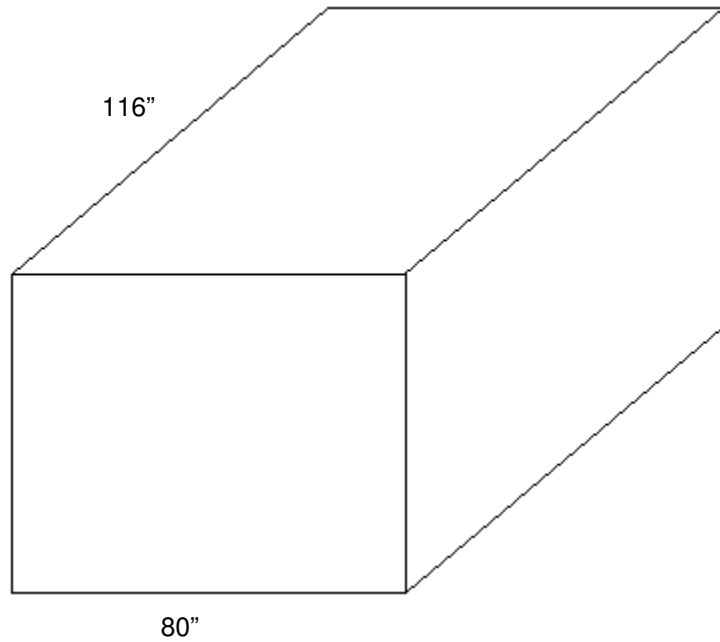
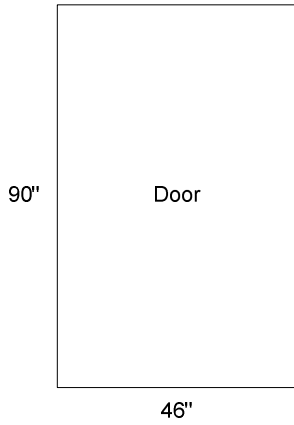
Subcontractors

Contractor/Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Courthouse Generator Dimensions

(Contractor/Consultant is responsible for verifying actual dimensions)

Current:
150 KVa
480V
3 Phase



Available space for unit