

Lake County Administrative Office
Request for Proposals

STRATEGIC CAPITAL IMPROVEMENT PLAN



COUNTY OF LAKE

RFP NO. 24-25

Issued: April 9, 2024

Submission Deadline:
Thursday, May 16, 2024 at 4:00 P.M.

By: Benjamin Rickelman
Deputy County Administrative Office

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1. INTRODUCTION. The County of Lake Administrative Office seeks sealed proposals from qualified firms to assist the County in developing a master plan for its capital improvement across multiple departments and a subsequent strategic analysis of how these improvements support the community's forthcoming General Plan, Vision 2028, and possible private investment. The County is accepting proposals that would cover both assembling a County-wide Capital Improvement Plan (CIP) and the strategic analysis, or a proposal covering one of the two components. The County will also consider proposals that subcontract one of the two components. **Proposals should contain a sample of work similar to whichever component the respondent is seeking to support (or both, if applicable).**

The County will provide existing plans that have been developed at the departmental level (see summary of departments below). Currently, the specificity and time horizon for capital planning varies by department. The County is seeking to develop a unified plan that is accessible to the public, assists the Board of Supervisors in strategic planning, and enable collaboration with the private sector.

Currently, the County appropriates funding annually based on expected revenues for that year. Except for the Special Districts Administration which utilizes debt financing. As part of the CIP analysis there will be a study of utilizing various debt financing tools that could be implemented as the County constructs a Strategic CIP.

The Public Works Department is responsible for maintaining 615 center-line miles of public roads, 125 bridges, and drainage structures in the unincorporated areas of Lake County. A ten-year road work plan, based on the Pavement Management Plan Update, prepared by Nationwide Civil Engineering Services was presented to the Board of Supervisors in 2022. This plan is only partially funded. Currently, the County's pavement condition index (PCI) for County-maintained roads is in the mid-30s with a goal of 50. Public Works also oversee the operation, maintenance, and improvements for Lampson Field, a general aviation airport, which has a 3,600-foot runway. Armstrong Consultants recently conducted a constraint analysis of Lampson Field.

The Public Services Department's responsibilities include maintenance and improvements of County facilities, parks and trails. Public Services has a five-year Facilities Capital Improvement Plan, which includes planned maintenance and improvements of County facilities. All project expenditures listed in the current fiscal year (2023-24) are funded, while plans for subsequent fiscal years are subject to appropriations by the Board of Supervisors. Projects listed in future fiscal years were chosen in a manner so the total appropriation per year is attainable. Facilities improvement have been supported by a variety of funding sources. Additionally, the County and BluePoint Planning is nearing completion of its Parks, Recreation and Trails Master Plan, which will include a recommended 5-year CIP and twenty-year vision for parks, recreation, and trails efforts.

The Special Districts Administration is the water and wastewater agency of the County of Lake that serves around 40,000 people. It operates five water systems, four wastewater plants and associated collection systems, and ten street lighting districts. The department also oversees a 50-mile long effluent pipeline system from ten communities for steam field recharge into the Geysers, a Known Geothermal Resource Area. Special Districts recently issued a RFP for a preliminary study regarding expansion of the effluent pipeline system to serve the southern and western shores of Clear Lake. Special Districts has a mixed source of financing and an A bond rating.

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The Community Development Department recently began working with PlaceWorks on the 2050 General Plan and Local Area Plan updates. The General Plan was last updated in 2008. As the County builds out a CIP, it intends to utilize the updated General and Area Plans to inform project prioritization and funding allocation.

2. SCOPE OF SERVICE. The scope of work has three primary requirements:

- Construct an initial countywide ten-year capital improvement plan focused on Public Works, Public Services, and Special Districts. Design systems within these three departments and County Administration that enable orderly construction of a Countywide CIP at an annual rate.
- Develop CIP scenarios with: 1) no debt financing; and 2) with debt financing at various levels, to illustrate what projects can be accomplished, and the debt service required. Work with Administration and the Treasurer-Tax Collector to complement existing funding sources by analyzing new financing tools for capital improvements, including potential for a bond package.
- Devise an analytical system to evaluate potential capital investment utilizing the forthcoming General and Area Plans, Vision 2028, and Board of Supervisors input.

Detailed Scope of Work

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2.1 Review potential capital improvement at Public Services, Public Works, and Special Districts, and construct ten-year CIP for each of these departments. When possible, utilize existing planned public investment at these departments. Initial department plans should be constrained to what is currently funded and what could be funded in future years based on prior years' funding levels plus a conservative estimate of future revenue increases. Subsequent scenarios will incorporate debt financing at various levels.

2.2 Coordinate with Public Works, Public Service, and Special Districts on prioritization procedures for selecting projects based on the projected capital spending levels.

2.3 Collaborate with these departments and Administration to build out an initial ten-year countywide CIP based on projected future revenue and the three departmental plans. Subsequent Countywide scenarios will incorporate debt financing at various levels.

2.4 Develop print and digital materials that illustrates these plans in an accessible manner to the public.

2.5 Identify high-priority unfunded and underfunded potential capital investments for these departments based on the projected revenue constraints.

2.6 Work with the Treasurer-Tax Collector and Administration to devise a prospective bond package with a form of debt constraint. Analyze its impact on achieving a PCI of 50 and the Pavement Rehabilitation Plan and other defined capital improvement priorities.

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Strategic Analysis

2.7 As the updated General and Area Plans are developed, construct a framework to utilize these Plans, potential private investment, and Vision 2028 in an annual CIP process starting at the beginning of the fiscal year that can be utilized by Public Works, Public Services, Special Districts, and Administration.

2.8 As the analytical framework is developed, design an engagement process and materials to work with the Board of Supervisors to set medium-term priorities for capital improvement.

2.9 Ensure all reports, and all deliverables are provided to the County in a manner that ensures non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. The successful respondent shall ensure any deliverables, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws, and with the County's Web Content Accessibility Standards.

3. COMPENSATION.

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Agreement provided that Contractor is not in default under any provisions of the agreement.

Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. PROPOSAL CONTENT.

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. 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, a general description of your services and qualifications, and an executive summary of your response. Content should be no more than two pages.

C. Work Plan. Provide your specific proposal to address the Scope of Work outlined in Section 2 above. 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 Implementation Plan and other deliverables.

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

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5. PROPOSAL SUBMITTAL. Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:

5.1 In order to be considered, responses may be submitted in paper form and/or electronically through the County Administrative Office, employing the contact listed below. Hard copy responses submitted must include one (1) original and five (5) unbound copies of the proposal. Electronic submissions must be in either Microsoft Word or PDF format, and sent to benjamin.rickelman@lakecountyca.gov. Proposals, whether submitted electronically or via hard copy, must be received no later than **Thursday, May 16, 2024, by 4:00 p.m.** PST, addressed in the following manner:

RFP No. 24-25 Request for Proposals for Strategic Capital Improvement Plan

CONFIDENTIAL

Administrative Office

Attn: Benjamin Rickelman

255 N. Forbes Street

Lakeport, CA 95453

benjamin.rickelman@lakecountyca.gov

Normal business hours are Monday through Friday 8:00 am to 5:00 pm. Staff can be reached at (707) 263- 2580.

Proposals may be mailed through the United States Postal Service or any other courier service and they may be delivered in person to the above office. Emailed proposals will be accepted.

5.2 In order to receive addenda and information regarding this RFP, proposer must register online at: <http://www.co.lake.ca.us/Business/WithCounty/RFP.htm>. Proposers are cautioned to read the scope of services and proposal contents herein and be sure to respond to all items listed in these sections.

5.3 Proposals received incomplete or late, for any reason, shall not be accepted.

5.4 All questions regarding this Request for Proposals may be submitted in writing at any time prior to Friday, May 3, 2024, 5:00 p.m. to Benjamin Rickelman, at: benjamin.rickelman@lakecountyca.gov. Only written questions will be accepted. Questions will be answered by Friday, May 10, 2024, 5:00 p.m. and uploaded as an addendum to the website listed in the above paragraph.

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

5.5 All proposals submitted in response to this RFP will become the property of the County and will not be returned. The County reserves the right to make use of any information or ideas contained in the proposals. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the County and the selected proposer.

Please note: The successful Proposer shall be expected to fully meet all representations made in its proposal, including demonstration of project understanding, work plan, project schedule, project team, and cost proposal.

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6. PROPOSAL EVALUATION AND AWARD. The County is using the competitive proposal process, wherein the experience and responsiveness of each submitted proposal is evaluated as it relates to the Scope of Services. Administrative staff will evaluate the proposals as described below.

6.1 Proposals shall be opened and checked to ensure that each complies with the requirements of the RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.

6.2 All proposals will be evaluated to determine whether they meet all the requirements of the RFP.

6.3 A Consultant Selection Board may be convened to review, discuss and rank the proposals, using the following criteria:

A. Criteria

- a. Ability to meet the requirements of the Scope of Services
- b. History, Experience and Qualifications
- e. Pricing/Rate proposal

6.4 Prior to final selection, a short list of qualified and responsive Consultants may be requested to participate in an interview. The purpose of the interview will be to provide an opportunity for each Consultant to present their qualifications and proposals in person and/or to answer any questions that County staff may have regarding the Consultant's submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is completed. Typically a minimum of three (3) proposals will be selected for the Short List; however, the County may, at its option, choose to interview more or less than three (3) qualified Consultants or select consultants based solely on evaluating written proposals.

6.5 If an agreement cannot be reached with the top ranked Consultant(s), the County will then contact the next highest ranked firm and attempt to negotiate a contract scope of work and fee. This process will be continued until a contract scope of work and fee is successfully negotiated, or until the County determines to cease negotiations with any firm.

6.6 County reserves the right to select multiple contractors.

6.7 The County of Lake is an Equal Opportunity/Affirmative Action Employer and the successful Consultant(s) will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Consultants should be familiar with the Employers' Practical Guide to Reasonable Accommodations under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor's Office of Disability Employment Policy.

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7. PROTEST PROCEDURE. The County of Lake will follow the Appeal Procedure in their Consultant Selection Policy as follows:

7.1 Appeal Procedure: Any party with a direct financial interest who is aggrieved by any alleged material irregularity in connection with the intended RFP award may file a protest with the Purchasing Agent or Assistant Purchasing Agent, where such protest is based on alleged violations of Federal, State, or local law or ordinance, or alleged material irregularity in either the County's RFP invitation or in the proposal to which an award is intended. Generally, non-material irregularities in a RFP response are those that substantially conform to the RFP requirements and do not affect the RFP price, time or conditions in such a way as to affect the amount of the RFP or provide a competitive advantage or benefit to one (1) bidder that is not enjoyed by other bidders. The Purchasing Agent or Assistant Purchasing Agent may determine whether an alleged irregularity exists and whether it is material or non-material, and shall have the authority to waive non-material irregularities. A RFP protest must:

- a) Be written;
- b) State the specific alleged violation of law or alleged material irregularity;
- c) Request a determination of the appeal;
- d) Provide a telephone number and email address at which the appellant can be contacted;
- e) Be filed no later than seven (7) days after the date of the Notice of Intent to Award Letter and/or formal Bid Opening (holidays excepted). Any protest filed after this time will not be considered.

7.2 The party filing the appeal ("appellant") must concurrently transmit a copy of all appeal documents and any attachments to all other parties with a direct financial interest which may be adversely affected by the determination of the appeal.

7.3 Within seventy-two (72) hours of receipt of appeal, the Purchasing Agent or Assistant Purchasing Agent shall provide written notification to the appellant of the determination. A determination under this procedure shall be final, except that the Purchasing Agent's decision may be appealed to the County Administrative Officer in writing within forty-eight (48) hours from the Purchasing Agent's or Assistant Purchasing Agent's notification to appellant.

7.4 Please note, written protests in connection with an intended award may be directed to the Purchasing Agent at lakecountypurchasingagent@lakecountyca.gov, and/or mailed to:

RFP No. 24-25 Strategic Capital Improvement Plan
CONFIDENTIAL
Administration Department
Attn: Purchasing Agent
255 N. Forbes Street
Lakeport, CA 95453

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8. GENERAL TERMS AND CONDITIONS. By your submission of a proposal, you agree to be bound by the following conditions:

8.1 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.

8.2 The County reserves the right to cancel this RFP at any time, even after opening of proposals.

8.3 County is not liable for any costs incurred by Proposer in the preparation, presentation or in any other aspect of the Proposal.

8.4 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 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.

8.5 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

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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.

8.6 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 obtains substitute articles or services. Prices paid by the County must be considered the prevailing market price at the time such purchase is made.

8.7 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.

8.8 It is the County's intent that this Request for Proposal (RFP) permits 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.

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

8.10 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.

8.11 Insurance: Successful Respondent agrees to comply with the County's standard insurance provisions.

8.12 Governing Laws: The laws of the State of California will govern any purchase order entered into between the County and the selected Respondent.

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8.13 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.

8.14 This RFP supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter.

9. **Attachments.**

- A. 2022 Pavement Management Program Update
- B. Facilities Five-Year Capital Improvement Plan
- C. General Plan and Local Area Plans Project Schedule
- D. Ten-Year Pavement Work Plan Maps