



Request for Proposal
Special District
Automated Irrigation
System Installation

Issue Date

August 13, 2021

Bid Closing

August 31, 2021, at 5:00 PM

Late proposals will be rejected.

Request for Proposal – Special District Automated Irrigation System Installation

1. INTRODUCTION

1(A). Background

The Coachella Valley Public Cemetery District (CVPCD or District) was formed August 8, 1927, under Section 8890 of the California Health and Safety Code. District boundaries enclose approximately 3,444 square miles. The District since that time has performed over 21,000 interments/burials and has over 18,000 headstones/grave markers. The Coachella Valley Cemetery is one of over 265 public cemetery Districts in California which are supported, in part, by property taxes and one of many types of special Districts in California.

The cemetery estimates that the facility will meet the need of the public for at least fifty years. The total District property consists of sixty acres, twenty-nine of the sixty have been developed for interment purposes.

A small portion of the property tax revenue that is collected from taxpayers within the District is part of the revenue the cemetery relies on for the annual budget. Individuals who do not reside in the District do not pay property taxes but are required by law to pay a surcharge to the District for interment in the cemetery.

Cemetery Districts are not actually a department of any CVPCD or County government. Although Counties, for a fee, do collect property taxes and deposit them to District accounts.

Cemetery Districts are governed by a Board of Directors consisting of three to five Trustees. Trustees are usually appointed for at least one four-year term. The Board of Trustees meet once a month for regular business meetings. Laws and rules for these meetings and others are contained in the Brown Act.

Laws for the operation of public cemeteries are contained in the California Health and Safety Code. Private cemeteries such as Forest Lawn and Rose Hills come under the jurisdiction of the State Cemetery Board.

1(B). RFP Purpose

The goal for the CVPCD is to provide best-in-class cemetery grounds for our District. The RFP will solicit bids from qualified companies to install an automated irrigation system on CVPCD grounds. The CVPCD has an existing irrigation system in place that is currently operated manually. The goal of this project is to allow for automated irrigation of the grounds during evening and nighttime hours, with ability to control remotely and sufficient safety systems built into to detect and stop unregulated (unscheduled) water flow such as leaks.

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1(C). Qualifying Questions

1. Has your company been in continuous operation for less than five years? Yes____ No____
2. Does any employee or official of the CVPCD have any financial or other interest in your firm? Yes____ No____
3. Has your company been disqualified by any public agency from participation in public contracts? Yes____ No____

If the answer to any of the above is Yes, you may not qualify to participate in this bid. Contact the CVPCD for additional information. If the answer to all the above was No, please fill out this sheet with the appropriate contact information for your company.

FULL LEGAL NAME OF COMPANY: _____

TYPE OF BUSINESS: Corporation____ Partnership (general)____ Partnership (limited)____

Sole Proprietorship____ Limited Liability Company____

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): _____

CONTRACTORS LICENSE NUMBER: _____

EXPIRATION DATE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

*Proposals must be signed by a duly authorized official of the responder. For purposes of the Request for Proposal, "Responder" may also be referred to as Vendor, Contractor, Supplier, Proposer, Company or Firm.

SIGNATURE

DATE

PHONE

2. RFP INSTRUCTIONS AND INFORMATION

2(A). RFP Contact

Name and Title:
Joshua Bonner
General Manager
Coachella Valley Public Cemetery District

Address:
82925 Avenue 52
Coachella, CA 92236

Contact Information:
(760) 398-3221
Josh.Bonner@CVPCD.org

2(B). RFP Evaluation Criteria

A CVPCD evaluation team will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the CVPCD reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team and/or the CVPCD Board of the items contained in the RFP response and any other items deemed appropriate by the CVPCD.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal will lead to the best product for the CVPCD with the quality of work, professionalism, price and other factors including, but not limited to: demonstrated technical ability and expertise; reference calls and/or recommendations; licenses, ISO Certifications or any other applicable membership or certifications; presentations to the CVPCD (if applicable); on-site visits at vendor's site (if applicable); product; any additional criteria deemed appropriate by the CVPCD which would lend itself to establishing the service provider's viability to perform the work as outlined in this RFP.

When determining whether a vendor is responsible, or when evaluating a vendor's response, the following factors will be considered, any one of which will suffice to determine whether a potential vendor is a responsible vendor or if the vendor's proposal is the most advantageous to the CVPCD:

1. The ability and skill of the vendor to perform/provide the service required.
2. The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
3. The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's ability to perform satisfactorily and complete items specified in the contract agreements.

4. The previous and existing compliance by the vendor with laws relating to the contractor services.
5. Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.
6. The vendor is not qualified for the work or to the full extent of the RFP.
7. There is uncompleted work with the CVPCD or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect, or prevent the prompt completion of the work bid upon.
8. Such other information as may be secured having a bearing on the decision to award the contract.
9. Any other reason deemed proper by the CVPCD.

2(C) Notices and Response Criteria

2(C)1. Good Faith

This RFP has been compiled in good faith. The information contained within is selective and subject to the CVPCD's updating, expansion, revision, and amendment.

2(C)2. Right to Cancel

The CVPCD reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program, which is outlined within this RFP at any time.

2(C)3. Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering, or awarding a contract.

2(C)4. Property of the CVPCD

Responses to this RFP will become the property of the CVPCD and will form the basis of negotiations of an agreement between the CVPCD and the apparent successful vendor. Proposals are subject to the California Public Records Act and may be provided to anyone properly requesting same, after contract award. Proprietary or confidential information must be clearly indicated with submitted proposals.

2(C)5. CVPCD not Liable for Costs

The CVPCD is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will the CVPCD be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the CVPCD.

2(C)6. CVPCD's Expectations

During the review of this document, please note the CVPCD's emphasis on the expectations,

qualities, and requirements necessary to be positioned as an RFP finalist and successful vendor.

2(C)7. Proposal Rejection: No Obligation to Buy

The CVPCD reserves the right to reject any or all proposals at any time without penalty. The CVPCD reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the CVPCD to make an award. The CVPCD may elect to proceed further with this project by interviewing firm(s) well-suited to this project, conducting site visits, or proceeding with an award.

2(C)8. Right to Award

The CVPCD reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially with the most favorable terms the vendor can offer.

2(C)9. Non-Endorsement

As a result of the selection of a vendor to supply products and/or services the CVPCD is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the CVPCD in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the CVPCD.

2(C)10. Errors in Proposal

The CVPCD will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission. The CVPCD reserves the right to make corrections or amendments due to errors identified in proposals by the CVPCD or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition, or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

2(C)11. Scoring the Submissions

Each submission will be judged according to a fixed set of criteria. The criteria are:

- **30%** on the approach of the proposal, including the ability to meet the requirements of the RFP
- **30%** on the experience level and references of the contractor
- **40%** on the total cost of the proposal

The District reserves the right to negotiate material aspects of proposals received, including costs, services and scheduling, when determined to be in the best overall interest of the District.

3. SCOPE OF SERVICES

3(A). Project Goals

The primary goal of this service is to install an automated irrigation system that will allow the

CVPCD to perform off-hours (evening, night and early morning) irrigation of the cemetery grounds without human oversight. The system should be programable to manage up to one hundred (100) valves. The CVPCD currently has approximately 40 valves servicing 28 developed acres of land, but the system needs to be able to support another 22 acres of future development (See Exhibit A).

The automated system must be fully autonomous when executing programming, including built in flow features that can both measure efficiency, while also detecting and acting to cut flow to potential leaks and irrigation issues that could lead to flooding with no human presence to detect the issue. The system should allow for off-site monitoring and adjustment, as well as sending needed alerts to remote monitors.

3(B). Contractor's License

A California State landscape contractor's license is required. Contractor's License shall be maintained in good standing throughout contract term, including renewal periods.

3(C). Contract Term

This agreement shall commence upon execution by both parties and shall continue until all elements of the system is installed, staff (and support personnel) training is complete, and all aspects of the system have been tested and confirmed to be fully functioning to the satisfaction of the CVPCD. The prices quoted shall be fixed, and all bids submitted should be complete as stated.

Project price increases may only be submitted under the following circumstances:

- 1) Governmental or regulatory agency increases to the trade during the process of the project.
- 2) Project challenges that could not have been reasonably anticipated when submitting proposal.

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency; and must be submitted in writing at least thirty (30) days prior to the effective date of the increase.

The District shall be the sole judge as to whether a price increase will be allowed.

Decreases in service prices will be allowed at any time.

3(D). Termination

The District may terminate this agreement and be relieved of any consideration to the Contractor should Contractor fail to perform in the manner required. Furthermore, the District may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Contractor. In the event of termination, the full extent of District liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the District prior to termination.

3(E). Automated Irrigation System Installation

- Supply all materials and labor to install controller and pedestal, all required valves, and

valve wire.

- Install 4G cartridge, antenna, station modules, and/or other accessories as needed for remote monitoring and control.
- Install all required safety and redundancy controls required for safe and controlled unsupervised delivery of irrigation to grounds.
- Inspect all current sprinkler and water delivery equipment for optimal use with system, replace as required.
- Leave all grading and surrounding landscape in the same condition as existing prior to any work being performed.
- Ensure proper system operation.
- Train staff and supporting contractors in use and maintenance of system.
- Verifying any abnormal conditions as necessary to CVPCD staff.
- Perform work in a professional manner in accordance with local and state regulations and standards.

3(F). Follow up and Site Inspection

Contractor shall contact CVPCD at ninety (90), one hundred and twenty (120), and one (1) year to ensure proper system performance and maintenance and offer support as needed. Warranty of all products associated with this project shall be disclosed and guaranteed in advance to the CVPCD as part of proposal. Warranties will remain in effect for all products under terms stated.

3(G). Damages

Grass, shrubs, trees, fences, roads, sidewalks, light fixtures, irrigation system, or miscellaneous improvements damaged by the Contractor's employees are to be replaced or repaired by the Contractor to the satisfaction of the District, at no cost to the District. It shall be the responsibility of the Contractor and the District to mutually agree upon condition of surfaces, fixtures, furnishings, or other property before starting work on this contract.

3(H). Employees

The Contractor shall employ only qualified workers who are skilled to conduct proper irrigation installation services. Furthermore, Contractor is to maintain an adequate number of employees to satisfactorily perform scheduled operations.

Contractor shall designate a supervisor who will be at the worksite during all hours worked by the Contractor's personnel. The Contractor's supervisor shall act as the point of contact with the Contract Administrator for any onsite issues that may arise.

Contractor understands that they are an independent Contractor, and not an employee of the Coachella Valley Public Cemetery District. In addition, personnel performing work under this agreement shall be direct employees of the Contractor. Non-Contractor personnel, sub-contractors, day laborers, and minors (except as lawfully employed by the Contractor) are not to be permitted on the job site. At no time shall Contractor, or Contractor's employees, represent

themselves as District staff.

To minimize potential spread of infectious disease, Contractor's employees who are sick or exhibiting signs of sickness should not be allowed on District premises until they have fully recovered. Contractor is responsible for assigning appropriate replacement staff to complete required work.

The District retains the right to require the Contractor to dismiss from the premises covered by this contract any employee whose conduct is improper, inappropriate, or offensive as determined by the District. Any employee dismissed shall not be reassigned on District premises by the Contractor without the prior written consent of the District.

3(l). Insurance

Respondent must provide proof of the following insurance: General Liability, Automobile, Worker's Compensation and Professional Liability. Respondent shall procure, prior to commencement of service, and keep in force for the term of this contract, at Respondent's own cost and expense, the following policies of insurance, certificates, or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the District.

If requested, Respondent shall provide the District with copies of all insurance policies. The insurance shall, at a minimum, include:

Commercial General Liability Insurance

Commercial General Liability insurance, including but not limited to, Bodily Injury, Broad Form Property Damage, Contractual Liability and if necessary, Products and Completed Operations or Owners and Respondent Protective Liability. The policy shall contain severability of interest clause or cross liability clause or the equivalent thereof. Coverage afforded on behalf of the District shall be primary insurance, and any other insurance available to the District under any other policies shall be excess insurance (over the insurance required by this Agreement).

Limits of liability shall include the following:

Bodily Injury three million dollars (\$3,000,000.00),

Property Damage three million dollars (\$3,000,000.00), or

Combined Single Limit (C.S.L.) for Bodily Injury and Property Damage four million dollars (\$4,000,000.00) per accident for bodily injury and property damage for duration of Agreement.

If the policy is a "claim made" type policy, the following shall be included as endorsements:

The retroactive date shall be the effective date of this Agreement or a prior date. The extended reporting or discovery period shall not be less than thirty-six (36) months.

Automobile Liability Insurance

Automobile Liability Insurance, including all owned, non owned and hired automobiles used by the Respondent or its agents in the performance of this Agreement shall have a minimum combined single limit of two million dollars (\$2,000,000.00) for Bodily Injury and Property Damage.

Worker’s Compensation Insurance

Worker’s Compensation Insurance, as required by the laws of the State of California – Statutory coverage may include Employers Liability coverage with limits not less than one million dollars (\$1,000,000.00). The Respondent certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to provide Workers’ Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Respondent shall comply with the provisions of Section 3700 of the California Labor Code before commencing performance of the work under this Agreement and thereafter as required by that Code. Respondent shall require all Subcontractors to carry Workers’ Compensation Insurance, as required by the Labor Code.

Professional Liability Insurance

Professional Liability – errors and omissions insurance in the amount of two million dollars (\$2,000,000.00) per claim and in aggregate for two (2) years beyond the date of project acceptance by the CVPCD.

Terms, Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions: Additional Insured. Respondent shall name the District, its Council members, directors, officers, agents and employees as additional insureds in its Comprehensive Commercial General Liability and Automobile Liability policies. If Respondent submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 1185 form (or more recent) and/or CA 20 48 – Designated Insured Form (for business auto insurance). A statement of additional insured endorsement on the ACORD Insurance Certificate form is insufficient proof of the additional insured requirement and will be rejected.

3(J). Indemnification

Contractor shall defend, indemnify, protect and hold harmless the District, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney’s fees) arising out of this agreement and/or Contractor’s performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the District, its officers, employees or agents.

4. SUMMARY OF RESPONSE

4(A). SIGNIFICANT DATES

Issue Date	August 13, 2021
Required Walk Through	August 18 or 20, 2021
Deadline for Questions	August 24, 2021
Written responses to questions provided:	August 27, 2021
Responses to RFP due:	August 31, 2021

4(B). REQUIRED WALK-THROUGH

All vendors submitting an RFP are required to schedule a walk-through of CVPCD grounds. All walk-throughs will be scheduled on the following dates and times (pick one):

August 18th, 8:30 AM

August 20th, 8:30 AM

Vendors should check-in at the front office at least 5 minutes prior to one of the scheduled walk-through times above. The CVPCD office is located at **82925 Avenue 52, Coachella, CA.**

Respondents will be responsible for information and conditions covered at the walk-through. Failure to participate in a walk-through may disqualify the bid. If you require a special walk-through date and time, contact the GM at 760.574.9906 and arrangements will be made if possible.

4(C). RFP RESPONSE SUBMITTAL CHECKLIST

Vendor shall submit a response in the following format; please note that no scanned RFP response submissions will be accepted.

1. Vendor shall create one original response (labeled “original”) with original signature and four (3) identical copies (for a total of four (4) responses).
2. The original and each of the three (3) copies shall be sent to (via mail, delivery service, or drop off):

Coachella Valley Public Cemetery District
Attn: Joshua Bonner - Irrigation Proposal
82925 Avenue 52
Coachella, CA 92241

3. A digital copy of the response should be emailed to josh.bonner@cvpcd.org.

Responses shall be submitted on or before **August 31, 2021, at 5:00 pm** and in a box of sufficient size to hold all the responses. There will be no public bid opening. Responses to this RFP will become the property of the CVPCD and will not be returned.

4. The RFP name must be shown on the lower left-hand corner of the box.
5. Proposal Price Certification (Appendix A)
6. Copy of Firm’s Valid Business License and Insurance

This checklist is intended merely as an aid to the Vendor in providing a response to this RFP. The Vendor retains the sole responsibility for accuracy and completeness of the response.

4(D). COMMENTS, EXCEPTIONS, SUGGESTIONS

Please note any comments, exceptions, or suggestions regarding this Request for Proposal:

4(E). REFERENCES

Please list three (3) different customers for whom you are currently providing comparable services. The ideal reference would be a government agency of similar size to CVPCD.

1) Agency Name: _____
Address (City/State): _____
Contact Person/Phone Number: _____
Date(s) Service Provided: _____
Description of Work Provided: _____

2) Agency Name: _____
Address (City/State): _____
Contact Person/Phone Number: _____
Date(s) Service Provided: _____
Description of Work Provided: _____

3) Agency Name: _____
Address (City/State): _____
Contact Person/Phone Number: _____
Date(s) Service Provided: _____
Description of Work Provided: _____

APPENDIX A

PROPOSAL PRICE CERTIFICATION

In compliance with the attached specification, the undersigned offers and agrees that if this proposal is accepted by the CVPCD Board within ninety (90) days of the date of proposal opening, that they will furnish any or all the deliverables upon which prices are quoted below.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

Automated Irrigation System Installation

Total \$ _____

Payment Terms: _____%, _____ Days

EXHIBT A

