



REQUEST FOR PROPOSALS

Irrigation Controller Upgrade

April 2013



April 19, 2013

To whom it may concern:

The City of Roseville is now accepting proposals for irrigation controller upgrades. The current irrigation system is a mixture of stand-alone timers and Motorola controllers. All controllers are being upgraded and placed on the Calsense Irrigation Central Control System.

The City of Roseville considers this to be an outcome based Request for Proposals. Generally, we are requesting that all bidders supply proposals that include equipment, material, supplies, and labor required to complete this project.

The City must be comfortable that the proposed equipment, materials, timelines, and work hours will result in the desired outcomes.

The City of Roseville is asking for pricing options at 23 locations. It is the City's intent to maximize budgeted and approved funding to its fullest potential. A Service Agreement will be issued that calls out the specific locations selected. The Service Agreement issued will also contain the option for additional work and/or locations to be added through the 2013/2014 fiscal year.

Thank you for taking the time to review these documents and we look forward to a very productive process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott F. Miller".

Scott F. Miller
Parks Superintendent
Parks Division
City of Roseville

TABLE OF CONTENTS

Proposal Information for Contractors	1
General Conditions	7
Exhibit A: Sample Service Agreement.....	10
Exhibit B: General Insurance Requirements	13
Exhibit C: Non-collusion Declaration.....	15
Exhibit D: Individual Site Specifications.....	16
Exhibit E: Individual Site Maps.....	23
Exhibit F: Construction Details.....	45
Exhibit G: Pricing Sheet.....	51

PROPOSAL INFORMATION FOR CONTRACTORS

TENTATIVE SCHEDULE OF ACTIVITIES

The tentative schedule of key milestones related to the City of Roseville Irrigation Controller Upgrade Request for Proposals (RFP) is as follows:

A pre-proposal meeting will be held on April 25, 2013. The pre-proposal meeting is **mandatory**. Proposals from Contractors who do not attend the mandatory pre-proposal meeting will be rejected. The pre-proposal meeting will begin at the designated start time. **Tardiness will be grounds for disqualification.**

<u>Meeting Location</u>	<u>Day/Time</u>
Corporation Yard Admin Building 2005 Hilltop Circle	April 25, 2013 at 1:00 p.m.
Written Questions Submission Deadline	May 2, 2013
City Response to Written Questions	May 3, 2013
Receipt of Proposals to City (by 5 p.m.)	May 9, 2013
Interviews (as needed)	Week of May 13, 2013
Estimated Staff Recommendation to City Council	June 19, 2013
Contract Award	June 2013

1. SCOPE OF WORK

The Contractor is responsible for developing a base bid necessary to deliver the expected outcome. The bid is to be presented with the total cost for each site. The City will inspect the work of the Contractor against the stated specifications to determine compliance and payment.

The work to be performed under the Service Agreement consists of the furnishing of all labor, insurance, materials, and equipment needed to perform the irrigation controller upgrades.

Work shall include the removal and labeling of all existing components, the installation of new components, the installation of new controller cabinets, and the refurbishment of existing controller cabinets. If a new cabinet is not called out in Exhibit D refurbishment of the existing cabinet shall occur. Refurbishment shall include rust removal, standard painting preparations, primer application and painting of the existing cabinets.

All irrigation controllers shall have irrigation valve wires installed in the appropriate locations based upon irrigation maps that will be provided.

2. EXAMINATION OF CONTRACT DOCUMENTS

Each Contractor shall thoroughly examine and be familiar with the terms of this RFP. Submission of a proposal shall constitute acknowledgment, upon which Roseville may rely, that the Contractor has thoroughly examined and is familiar with all documents. Failure or neglect of a Contractor to receive or examine any of the documents shall in no way relieve the Contractor of any obligation with respect to their proposal or to the Service Agreement. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any documents.

Submission of a proposal is entirely voluntary. No compensation is offered for any work related to the proposal or selection process.

3. INTERPRETATION OF CONTRACT DOCUMENTS

No oral representation or interpretations will be made to any Contractor as to the meaning of the documents after the mandatory meeting. Oral representation or interpretations with regards to the scope of work and/or standards will be made during the mandatory meeting. Requests for interpretation shall be made in writing and emailed to the Parks Superintendent by May 2, 2013. All requests for interpretation shall be directed to:

Scott F. Miller
Parks Superintendent
smiller@roseville.ca.us

No other individuals are to be contacted in this regard.

All requests for interpretation and answers will then be emailed to all bidders that attended the mandatory pre-bid meeting and supplied email addresses at that time. No oral interpretation or answer shall bind the City unless confirmed by the City in writing.

4. PROPOSALS

Proposals shall be in written form and must include, at a minimum, the information requested by the City. Additional pages may be attached to the proposal, as supplemental, but not as replacement pages. All proposals shall give all information requested therein, and shall be signed by the Contractor or an authorized representative(s) with legal authority to bind the Contractor, with their address and contact information. Contractors must prepare and submit all required documents. Unauthorized conditions, omissions, limitations or provisos attached to a proposal will render the proposal non-responsive and may cause its rejection.

Each proposal shall be enclosed in a sealed envelope, labeled and delivered to the office of **City Clerk, 311 Vernon Street, Roseville, California, 95678** by **May 9, 2013 at 5:00 p.m.** (the "deadline date"). Contractors are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected. No oral, telegraphic, or telephone (including facsimile) proposals or modifications will be considered.

Proposal forms received after the deadline date will not be accepted. Postmarks will not be accepted. **No exceptions.**

No Contractor may withdraw its proposal for a period of ninety (90) days after the date set for the opening of proposals.

Roseville reserves the right to reject any or all proposals, to make any awards or any rejections in what it alone considers to be in the best interest of Roseville, and waive any informalities or irregularities in the proposals.

Proposal Requirements: Proposals must include, at a minimum, the following information:

- A. **Introduction:** Introduce the proposal, including a statement of Contractor's approach for providing exceptional and timely services with regards to large scale commercial irrigation projects. Give the name of the company submitting the proposal, the mailing address, telephone number, fax number, email address, and the name of the contact person.
- B. **Statement of Qualifications/Responsiveness:** Describe the company's experience with projects of similar size and scope, company structure, and staff assigned to the resulting agreement. Detail any involvement, past or current, relative to litigation or

other disputes, if any, concerning your performance with any clients to whom your company has provided services. List all contracts canceled and/or state any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

- C. Staffing: Include a comprehensive list of employees who will be assigned to this project if awarded. Include resumes and/or experience for all employees assigned.
- D. Liability Issues: Discuss how your company handles damage or theft claims.
- E. Logistical Issues: Describe how your company will make available the equipment and supplies (i.e., machinery, signs, cones, tools, chemicals, etc.) needed to perform all work.
- F. Acceptance Statement: The proposal shall include an acceptance statement regarding the Company's acceptance of the City's requirements for Service Agreements including but not limited to insurance requirements, indemnification, licensing requirements, representations, warranties, and certificates that are presented herein. The Company shall clearly state any and all exceptions. A principal, officer, or owner of the company with authority to bind the Company, shall sign this acceptance statement.
- G. Base Bid Prices: Base bid prices shall include everything necessary for the completion of and fulfillment of the Contract, including but not limited to, furnishing all transportation, materials, equipment, and all management, supervision, labor and services, to comply with this RFP. Price shall be listed by location and by the total amount as outlined in this RFP.
- H. Extra Work: Discuss your company's process and procedures for addressing unforeseen work and expenses. Include your company's historical average of "extra work" as a percentage of a base bid.
- I. Conflict of Interest: Contractors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Contractor or the Contractor's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Contractor has no conflicts of interest, a statement to that effect must be included in the proposal.
- J. Current Contract References: Provide three (3) written references from current or past contracts of similar size and scope. List all contracts canceled or instances where your company was otherwise prevented from completing the terms of any previous contracts over the past five (5) years.
- H. Company Proposal: The company proposal shall include, but not be limited to, the following:
 - a. Proposed timeline from award of contract to completion of project.
 - b. Proposed timeline for upgrade of individual locations.
 - c. Proposed process for completing the project from time of award.
 - d. Associated costs with your proposal per location.
 - e. Proposed methods for removal and reinstallation of valve wires.
 - f. Proposed methods of controller cabinet refurbishment.

5. AWARD OF SERVICE AGREEMENT

The award of contract, if any, will be made within approximately forty-five (45) days after the proposal opening as outlined in the Selection Process. Each Proposal, as submitted, shall remain in effect for ninety (90) calendar days after the date the proposals are opened. No Contractor may withdraw its proposal during this time period. Comparing and evaluating the proposals based on the Selection Criteria below shall determine the Contractor(s) selected by the City. Roseville reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal or in the RFP procedures.

The selected Contractor will be required to execute a Service Agreement with the City. Exhibit A contains a sample contract that will be similar to the agreement that the Contractor will need to execute.

6. MINIMUM STANDARDS AND SELECTION CRITERIA

The City will evaluate and rank proposals based on selection criteria. Any proposal may be rejected if it is conditional, incomplete, or contains irregularities. Minor or immaterial irregularities in a proposal may be waived in the City's sole discretion. Waiver of an irregularity shall in no way modify the Request for Proposals nor affect recommendation for award of the Service Agreement. The criteria for the selection are listed in relative order of importance. Items A, B, and C are considered *mandatory* qualifications.

- A. Ability of the Contractor to provide the outlined product and services.
- B. Previous experience in providing a high level of quality products and service on like sized public and private projects.
- C. Ability of the Contractor to work within approved time frames that revolve around the complex water requirement of a variety of plant life, etc.
- D. Availability of highly trained competent staff at every level of the organization.
- E. Demonstration of a high level of stability and long term high quality performance of the Contractor.
- F. Pricing – Base bid pricing and proposal for “extra work”.

7. MODIFICATION OF PROPOSAL

Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal.

8. PROPOSAL POSTPONEMENT AND AMENDMENT

The City reserves the right to postpone or cancel this RFP at any time. In addition, the City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP. Copies of such amendments shall be furnished to all prospective proponents. Prospective proponents are defined as those proponents who have registered and are on the City's RFP list for this service. If revisions and amendments require changes in quantities, prices or scope of work, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proponents to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney, on the City supplied addendum form will be rejected as non-responsive.

9. NONCOLLUSION DECLARATION

Contractors shall submit as part of their proposal a properly filled out and executed "Noncollusion Declaration" conforming to the City's "Noncollusion Declaration" which is attached to this RFP as Exhibit C.

10. REJECTION OF PROPOSALS FOR NON-RESPONSIVENESS

City reserves the right to reject any proposals as non-responsive which are incomplete, obscure, or irregular; any proposals which omit any one or more items for which proposals are required; any proposals which omit unit prices if unit prices are required; any proposals in which unit prices are unbalanced in the opinion of City; and any proposals which are conditional or alter the scope of work.

11. COMPLETING AND SIGNING FORMS

The Contractor's attention is directed to the forms included in the documents, which must be completed and signed. Failure to properly complete and sign any forms may be cause for rejection of a Proposal.

12. IDENTIFICATION OF SUBCONTRACTORS

Contractor(s) may use subcontractors for various functions or may put together a full-service proposal, utilizing subcontractors to supplement functions not provided directly by the lead contractor. All subcontractors whom the Contractor proposes to subcontract portions of the work must be identified by company name, license number, and address. Each subcontractor's work responsibility as well as the percentage of total work to be performed by the subcontractor must be clearly called out.

Example:

Subcontractor/Phone	Address	% of Contract	Services
Joe's Painting (925) 516-xxxx	456 Oak Street Roseville, CA 95747	15%	Controller Cabinet Painting
Irrigation Magic (925) 516-xxxx	701 Second Street Roseville, CA 94747	15%	Component Installation
Anonymous Equipment (925) 779-xxxx	123 Main Street Antioch, CA 94509	5%	Crane Operation

13. ADDITIONAL AND EXTRA WORK

City has the authority to direct additional and extra work including, but not limited to, City initiated improvements, various unforeseen repair and installation functions, and the addition of new sites. Additional and extra work outside the Scope of Services will require written approval from City prior to the commencement of work. Extra work may be awarded based upon provided hourly rates or may be awarded based upon supplied proposals, for such work, at the request of the City. Costs for additional work completed by the Contractor prior to receiving written approval from the City shall be the responsibility of the Contractor.

14. INSURANCE

Contractor shall, at no cost to Roseville, obtain and maintain during the term of the Service Agreement those insurance amounts listed in the Services Agreement attached hereto as Exhibit A and as listed in the Risk Management Division General Insurance Requirements attached hereto as Exhibit B.

15. BONDING

At its sole cost, Contractor shall provide and maintain during the course of the Service Agreement a 100% Labor and Materials Payment Bond. If a Service Agreement is issued, the Labor and Materials Payment Bond shall be submitted to the City with the signed Service Agreement.

16. PREVAILING WAGES

This is a prevailing wage project. Contractor shall comply with all applicable prevailing wage laws during the course of this Service Agreement.

17. INSPECTION OF SITES OF WORK

Contractors are required to inspect the sites of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the locations of the proposed work and the actual conditions of the sites. Contractors may apply to the City for additional information and explanation before submitting proposals. However, no supplemental information requested or furnished shall vary the terms of the documents or affect the Contractor's sole responsibility to satisfy itself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or locations of the work.

Submission of a proposal by a Contractor shall constitute acknowledgment that the Contractor has relied, and is relying, on its own examination of: (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on its own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

18. PROPOSALS ARE PUBLIC RECORDS

Each Contractor is hereby informed that upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

- A. The City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, *et seq.*), unless City identifies and exercises a right or obligation to exempt any record from public disclosure.
- B. If a Contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, the Contractor shall: (1) clearly mark the relevant portions of its proposal as "Confidential" and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act. The City Attorney's Office will determine if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Contractor shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

19. COMPLETING AND SIGNING FORMS

The Contractor's attention is directed to the forms included in the documents, which must be completed and signed. **FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A PROPOSAL.**

20. SUBMITTAL REQUIREMENTS

The Contractor shall submit three (3) copies of the proposal for the City of Roseville Irrigation Controller Upgrade RFP to:

City of Roseville
Attention: City Clerk
311 Vernon Street
Roseville, CA 95678

City staff will accept proposals for City of Roseville Irrigation Controller Upgrade RFP until **5:00 p.m. on May 9, 2013**. *Postmarks will not be accepted and late proposals will not be considered.*

The City is not responsible for misdelivered proposals, and the Contractor is strictly liable for its chosen method of delivery. It is the Contractor's sole responsibility to make sure that proposals arrive at the proper location. Any proposals which do not actually arrive in the City Clerk's Office by the due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City department.

GENERAL CONDITIONS

GENERAL CONDITIONS

1. HOURS AND DAYS OF SERVICES

- A. Contractor shall be prepared to perform the required services between the hours of 12:00 a.m. and 11:59 p.m., Monday through Sunday. Final work schedule will be determined via the contractor's proposal and the Parks Superintendent jointly.
- B. The Contractor shall conduct the work at all times in a manner which will not interfere with normal recreation programs and/or school programs.

2. PERIODIC PROJECT INSPECTIONS

Upon request, the Contractor will walk the project with the City's representative for the purpose of determining compliance with the specifications or to discuss required work. The Contractor's representative must be authorized to sign documents and make changes to the work.

3. NOTICE TO PROCEED

As soon as practical after execution of the Service Agreement, and after receipt of acceptable insurance certificates by City, a Notice to Proceed will be given to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice, provided that the effective date will not be earlier than the day following the issuance of the Notice to Proceed.

4. ACCEPTANCE

- A. Acceptance by the City of any services furnished under the Service Agreement shall occur only subsequent to the final review and approval of the Calsense representative and of authorized employees of the City.
- B. The City shall reject and refuse to pay for, any and all non-conforming services.
- C. Nothing in this section shall limit or restrict the warranty and remedy obligations of the contractor.

5. LICENSES REQUIRED FOR DURATION OF CONTRACT

- General Contractor License or C27 Landscape Contractors License
- City of Roseville Business License

6. SAFETY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Service Agreement. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

7. RESPONSE TIME

Contractor supervision shall be immediately available at all times Contractor employees are working on sites, and must be available twenty-four (24) hours a day via telephone, and must respond to an emergency situation/major discrepancy in the Service Agreement within two (2) hours of initial contact.

8. QUALIFIED CONTRACTOR SUPERVISION

All of Contractor's supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction of all Contractors' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

9. CONTRACTOR'S EMPLOYEES

The Contractor and its employees are agents of the City of Roseville and represent the City in the performance of their work. Only Contractor's employees or subcontractors are allowed on City premises where work is being performed. The City shall have the right to have Contractor remove from assignment to City facilities such employees of Contractor or subcontractors as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Contractor's employees and subcontractors shall not smoke tobacco in any City park and may not smoke tobacco within twenty (20) feet of any entrance to a public building.

10. CONTRACTOR'S EQUIPMENT

The on-site supervisor shall ensure that all contractor-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Contractor shall be responsible for any damage to the work sites, City or private property, or any injuries caused by Contractor's equipment or personnel.

11. EXISTING CONTROLLERS AND COMPONENTS

All removed controllers and associated components shall be labeled and returned to the City of Roseville. Care should be taken to remove every component in a manner that allows for future use. Any damage to components as a result of carelessness will be the financial responsibility of the Contractor. Carelessness will be determined by the City of Roseville.