

City of Avalon



Request for Proposals for Design/Build Conversion of Joe Machado Field to Synthetic Multi-Purpose Field

RFP Issued: May 16th, 2016

Proposals Due: June 16th, 2016 4:30pm

Proposals must be submitted to:

**City of Avalon
City Clerk's Office
410 Avalon Canyon Road
P.O. Box 707
Avalon, California 90704**

Faxed or email-only proposals will not be accepted

**For questions, please contact David Hart at (310) 510-0220 ext 231 or
dhart@cityofavalon.com**

4/7/16

To Prospective Respondents:

The City of Avalon (“City”) is soliciting proposals from qualified design/build contractors to provide engineering design and construction services to convert the existing multi-purpose field at the Joe Machado Field Facility to a synthetic multi-purpose field (“Project”).

Proposals are solicited for the Project in accordance with the terms, conditions, and instructions set forth in this Request For Proposals (“RFP”). Every party responding to this RFP (each a “Respondent”) shall have appropriate licenses for the scope of work required for the Project.

The City has determined that all Respondents must be pre-qualified prior to submitting a proposal. The Request for Pre-Qualification packet is available on the City’s website at: www.cityofavalon.com. City will not accept or consider any proposal if the Respondent does not first successfully pre-qualify.

The City shall not be obligated, whether expressly or impliedly, to reimburse Respondents for any expenses incurred in preparing proposals in response to this RFP, or for attending any meetings or conferences in connection with same.

The City intends to engage the most qualified Respondent that demonstrates the ability to meet the objectives of the City as described in this RFP. The following criteria shall be used in evaluation of a Respondent’s offer of services:

1. Respondent’s technical compliance with the Project requirements;
2. Respondent’s references and reputation in the industry;
3. The perceived reliability of the products proposed by Respondent;
4. The qualifications and experience of Respondent’s personnel with respect to similar projects; and
5. Respondent’s proposed pricing for the Project.
6. Respondent’s ability to complete the Project in a timely manner.

The City looks forward to reviewing your proposal and we thank you for your participation.

Additional information or questions must be submitted in writing to:

City of Avalon: Recreation Department
410 Avalon Canyon Road
P.O. Box 707
Avalon, CA 90704
Email: dhart@cityofavalon.com

SECTION 1.0 GENERAL INFORMATION AND SCOPE OF WORK

1.1 INTRODUCTION

The City of Avalon (“City”) invites your organization to submit a written proposal to provide engineering design and construction services to convert the existing multi-purpose field at the Joe Machado Field Facility to a synthetic multi-purpose field (“Project”). Proposals are solicited for the Project in accordance with the terms, conditions, and instructions as set forth in this Request For Proposals (“RFP”).

Every party responding to this RFP (each a “Respondent”) must be pre-qualified prior to submitting a proposal. The Request for Pre-Qualification packet is available on the City’s website at: www.cityofavalon.com. City will not accept or consider any proposal if the Respondent does not first successfully pre-qualify. While it is the intent of the pre-qualification questionnaire and documents to assist City in determining Respondents’ responsibility prior to receiving proposals and to aid City in selecting the best value proposal, neither the fact of pre-qualification nor any pre-qualification rating will preclude City from a consideration and determination *after receiving proposals* as to whether a Design-Builder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work and has demonstrated the requisite trustworthiness.

Each Respondent shall have appropriate licenses for the scope of work required for the Project. Each Respondent represents that it has the necessary knowledge, abilities, and resources to provide a quality Project in accordance with good industry standards and practices. Each Respondent also represents that it is familiar with the scope and nature of this RFP, has visited the job site, and understands the conditions that will affect the Project. **A ten percent (10%) proposal bond shall be required of each Respondent.** Bonds must be submitted on the form provided, without modification.

The City intends to select one Respondent to provide the specified services for the Project. The successful Respondent will work directly with the City’s authorized designee(s) for all activities involved with this Project. It is intended that work on the Project shall commence during the summer of 2016 after the City gives a notice to proceed and **shall continue until completed no later than Friday, Oct 1st, 2016.**

This RFP includes a price proposal sheet, which must be completed and submitted with the proposal. **The amount stated on the price proposal sheet constitutes a firm offer to the City to enter into the attached Design-Build Contract and to complete the entire Project at the stated price.** The offer cannot be withdrawn for 45 days or until a contract is fully executed with one of the Respondents. The City will award the contract on the basis of the best value to the City. The City reserves the right to negotiate the final contract price and terms or to award the contract based on the proposal price and the terms contained in the attached Design-Build Contract.

1.2 EVALUATION CRITERIA

Proposals will be awarded based on the best value to the City and evaluated according to the following criteria:

- Technical Compliance: Respondent’s technical compliance with the Project requirements (20%)

- Reputation: Respondent's references and reputation in the industry (20%)
- Reliability: The perceived reliability of the products proposed by Respondent (20%)
- Experience: The qualifications and experience of Respondent's personnel with respect to similar projects (20%)
- Price: Respondent's proposed pricing for the Project (20%)

This RFP is available on the City's website at: www.cityofavalon.com. The City reserves the right to waive any and all requirements for this proposal process and/or accept or reject any or all proposals. The City reserves the right to make an award based solely on the proposals received or to negotiate further with one or more Respondents. The Respondent selected for award will be chosen not solely on price but also on the bases of best value and of greatest benefit to the City.

1.3 QUESTIONS REGARDING REQUEST FOR PROPOSALS

All questions concerning this RFP may be directed to David Hart at dhart@cityofavalon.com.

SECTION 2.0 PURPOSE / SCOPE / SUBMITTAL REQUIREMENTS

2.1 PURPOSE

The intent of this RFP is to obtain proposals from qualified design/build firms to construct the Project. Respondents to this RFP should have extensive experience, a knowledgeable background, and excellent qualifications in design/build projects of a substantially similar nature as the Project. The selected Respondent shall enter into a contract with the City to construct the Project.

2.2 SCOPE OF WORK

All proposals must either meet or exceed the requirements contained herein. The Respondent shall be responsible for performing the following tasks:

- Provide professional survey of existing site (approximate field size is 225 ft. x 345 ft).
- Provide and review soils tests.
- Examine the Project location and site conditions, determine the amount and character of labor and materials required, and prepare for any difficulties that may be encountered.
- Obtain all necessary permits and pay necessary fees.
- Provide suitable payment and performance bonds in amounts equal to 100% of the contract price.
- Complete design for the Project, including construction drawings and specifications. All work shall meet applicable codes.
- Construct the Project, including without limitation, SWPPP items, excavation, concrete perimeter field curb, subsurface drainage, two aggregate base, laser grading to +/- 1/4", built-in field irrigation system, a minimum 5000 gallon water retention tank tied into the subsurface drainage and irrigation systems, synthetic turf, and game markings for regulation high school 8 man football, soccer and softball.

- During construction, take all necessary precautions to protect work and adjacent properties from unsafe conditions and/or damage, including without limitation, the use of barricades, tape, safety cones, and other devices. Damage to adjacent properties shall be corrected and repaired to conditions as first found and such work shall be considered as part of the Project price.
- Allow the City’s representatives access to the work at all times and provide proper facilities for such access and inspection. The City reserves the right to reject or require the correction of any materials or workmanship that fails to meet specifications. Any rejected work shall be repaired or replaced at no cost to the City and rejected materials shall be promptly removed from the Project site.
- Provide manufacturer’s warranty for a period of eight (8) years from the date of substantial completion of the Project.

REQUIRED MINIMUM TECHNICAL SPECIFICATIONS

Fibers

- Monofilament fibers
- Heat and UV resistant, non-abrasive polyethylene comprised of C-8 Resin
- Fiber length: 2 inches
- Fiber weight: minimum of 46 ounces per square yard

Primary Backing

- Provide dimensional stability
- Primary backing: 8-9 ounces per square yard
- Roll width: 15 feet

Secondary Backing

- Saturate primary backing and lock fibers in place
- Secondary backing: 22 ounces per square yard

Additional Requirements

- Complete carpet (fiber, primary backing, and secondary backing) shall drain at a minimum rate of 14 inches per hour
- Turf bind strength: 16 pounds
- Yarn denier: 12,400+
- Pre-approved product to be used for Base Bid: Matrix 46 H (by Hellas Construction, Inc.), or equal (any substitutions to listed product shall be submitted as “alternative” at time of bid)

Infill Material

- Pea Gravel / Organic infill: pea gravel ballasted layer shall be washed, dust-free birds-eye pea gravel and infill layer shall be 100% plant based organic infill comprised of only ground cork, coconut fiber, and rice husks.
- Total infill weight: minimum of 4.5 pounds per square foot
- Infill shall be added until no more than 1/2 to 3/4 of an inch of fiber is exposed
- Pre approved product to be used for Base Bid: GeoPlus (by Limonta Sports), or equal (any substitutions to listed product shall be submitted as “alternative” at time of bid)

2.3 FURNISHED MATERIALS/EQUIPMENT

Attic stock material requirements are a minimum of: (a) twenty-five (25) linear feet of one nominal roll width for each color green, (b) fifty (50) lineal feet of each colored stripe used on the installation, and (c) ten (10) full supersacks for organic infill component (minimum of 1,500 pounds each component).

Respondent shall provide the cost of all maintenance equipment required for the above system.

2.4 SUBMITTAL REQUIREMENTS

To be considered responsive, proposals should address all items identified in this section. Failure to provide a complete response may be grounds for rejection of a proposal. Elaborate or unnecessarily lengthy documents are discouraged and responses shall be limited to fifteen (15) pages.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to, all requirements and requests for information in the proposal must be responded to, and all requested data must be supplied. Failure to comply with these requirements may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Present your proposal response in the order that the items are listed below. Submit one (1) original and six (6) hard-copies of your proposal, in addition to a .pdf copy via email. Respondents shall submit the following information as a part of their proposal package:

1. Synopsis covering the relevant features of Respondent's proposal
2. Proposed Project schedule
3. Proposed total cost for the Project, including alternatives for maintenance equipment
4. State whether Respondent has been in business for a minimum of ten (10) years actively selling and installing full sized (minimum 50,000 square feet) competition synthetic fields
5. List at least ten (10) turf projects of 50,000 square feet or larger containing 100% plant based organic infill materials completed by Respondent in the United States in the past five (5) years
6. Proof of Respondent's membership on the Synthetic Turf Council
7. Identify key executives and/or staff who would be assigned to this Project, as well as their professional experience (including recent California projects that are similar in nature to the Project), qualifications, responsibilities and functions
8. Name and curriculum vitae for at least one professional engineer on Respondent's Project team
9. Name and curriculum vitae for at least one ASBA-certified builder employed by Respondent
10. Proof of required insurance coverages
11. Ten percent (10%) bid bond
12. List of all subcontractors and suppliers to be used by Respondent on the Project
13. Product data on Respondent's proposed monofilament synthetic turf, with a minimum of 46 ounce face weight, plant based organic in-fill, pile height of 2.00 inches and total weight not less than 75 ounces, and which product shall have minimum 8-year manufacturer's warranty, 8-year third party warranty, and 8-year maintenance plan provided directly by turf supplier

14. Product data on Respondent's proposed infill
15. Product samples, including:
 - (a) 8" x 8" product samples of product proposed (without infill)
 - (b) 8" x 8" product sample complete with infill (green)
 - (c) Samples of manufacturer's standard colors
 - (d) One (1) quart sample of any infill materials
 - (e) 8" x 8" sample of sewn seam (if proposed for use)
 - (f) 8" x 8" sample of glued seam (if proposed for use)
16. Any other related and recommended services not specified in this RFP which may be considered essential or beneficial by the Respondent
17. Signed and completed "Proposal Attachment" form located at end of this RFP

2.5 EVALUATION OF PROPOSALS

Respondents should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to Respondent. Respondents shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Respondents from any obligation with respect to this proposal.

2.6 SUBMITTAL OF DOCUMENTS

Respondents shall submit one (1) original and six (6) copies of their Proposal to the City Clerk's Office in hard-copy format no later than 4:30 p.m. on Thursday June 16, 2016. By the same time and date, Respondents must also email one courtesy copy in .pdf format to David Hart at dhart@cityofavalon.com.

It is the responsibility of the Respondent to insure that all pages are included. All proposals must be signed in ink by an officer or employee having authority to bind the company. Failure to do so shall be cause for rejection of proposal.

Time is of the essence and any proposal received after 4:30 p.m. on, June 16th, 2016, whether by mail or otherwise, may be returned unopened. The City shall in no way be responsible for any delays. Proposals by telephone, telegram, or facsimile shall not be accepted.

The City may issue written addenda to all recipients to clarify, comment, correct, or as otherwise required to facilitate the selection process. Should any questions require revisions to the specifications as originally published, such revision will be by formal written addendum only.

For information concerning the RFP, please contact:

David Hart
 City of Avalon: Recreation Department
 410 Avalon Canyon Road
 P.O. Box 707
 Avalon, CA 90704
 Email: dhart@cityofavalon.com

SECTION 3.0 SPECIAL TERMS AND CONDITIONS

3.1 RIGHTS AND PRIVILEGES

Rights and privileges granted by the City shall not be assigned or transferred in any manner whatsoever without written approval of the City Manager or authorized authority. At all times during the term of the contract, the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the City. The Contractor shall obtain and pay for all permits, licenses, federal, state and local taxes chargeable to its operation.

3.2 DISCLOSURE AND DISCLAIMER

Any action taken by the City in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award shall be without any liability or obligation on the part of the City or its advisors.

In its sole discretion, the City may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP.

Following submission of a proposal, the Respondent agrees to promptly deliver such further details, information, and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners, and employees, as requested by the City.

The information contained herein is provided solely for the convenience of Respondents. It is the responsibility of a Respondent to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with City representatives or advisors, shall be at each Respondent's own risk. Respondents should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. This RFP is being provided by the City without any warranty or representation, expressed or implied, as to its content, accuracy, or completeness. No Respondent or other party shall have recourse against the City if any information herein contained is inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this disclosure and disclaimer and the balance of the RFP, the provisions of this disclosure and disclaimer shall govern.

The City reserves the right to select the proposal in the best interest of and/or most advantageous to the City in the opinion and sole discretion of the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Respondent.

The City and the selected Respondent will be bound only if and when a proposal, as it may be

modified, is approved and accepted by the City, and the applicable agreements pertaining thereto, are approved, executed, and delivered by the selected Respondent and the City, and then only pursuant to the terms of agreement executed by the selected Respondent and the City. All or any responses to this RFP may be accepted or rejected by the City for any reason or for no reason, without any resultant liability of the City.

All material submitted in response to this RFP shall become the property of the City. The City has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of a proposal does not affect this right.

3.3 AMENDMENTS

If it becomes evident that this RFP has to be amended, a formal amendment will be issued to all Respondents. If necessary, a new proposal due date will be established. Oral communications from the City or any of its representatives concerning this RFP shall not be binding on the City and shall in no way excuse the successful Respondent of obligations set forth in this RFP.

3.4 CONFIDENTIAL AND PROPRIETARY DATA

All materials received relative to this RFP will be kept confidential until such time that an award is made or the RFP is canceled, at which time all materials received will be made available to the public (except for materials submitted in response to the Request for Pre-Qualification that are identified as confidential). Proposals received will be subject to Government Code §6250 (the Public Information Act). Respondents should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Public Information Act.

3.5 COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

The proposal submitted in response to this RFP will be included as part of the final contract. Respondents are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by a Respondent within the scope of this procurement shall be binding upon the Respondent whether or not incorporated into a contract document.

3.6 ADDITIONAL INFORMATION

If during the evaluation process, the City is unable to determine a Respondent's ability to perform, the City has the option, in its sole discretion, of requesting any additional information which the City deems necessary to determine the Respondent's ability. The Respondent will be notified and permitted five (5) working days to comply with any such request. The City's decision not to request additional information shall not be grounds to protest an award.

3.7 ERRORS/DEFECTS IN PROPOSALS

If discrepancies between sections or other errors are found in a proposal, the City may, at its option, reject the proposal. The City may waive any immaterial deviation or defect in a proposal or correct any arithmetical errors in price. The City's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the Respondent from full compliance with the RFP requirements, if awarded a contract.

3.8 AWARD

The City shall be the sole judge of the successful proposals hereunder. The City reserves the right to award a contract to other than the Respondent submitting the lowest total price and to negotiate with any or all Respondents. Respondents are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the Respondent can submit to the City. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

3.9 PROTEST PROCEDURES

To be considered, protests must be made in writing, signed by Respondent's authorized representative, and delivered to the City of Avalon, City Clerk, 410 Avalon Canyon Road, P.O. Box 707, Avalon, CA 90704. The following conditions apply to proposal protests:

- **Before Proposal Submittal Deadline.** Protests of specifications, terms, conditions, or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- **After Proposal Submittal Deadline. Protests of award must be made no later than five (5) calendar days after the aggrieved party knows or should have known the facts giving rise to the protest or (5) calendar days after the award, whichever is earlier.** All protests must include the following information:
 - (a) The name, address, and telephone number of the protestor;
 - (b) The signature of the protestor, or protestor's authorized representative;
 - (c) The solicitation or contract number;
 - (d) A detail statement of the legal and/or factual grounds for the protest; and
 - (e) The form of relief requested.

The City reserves the right to refuse to hear protests who have not followed the above procedures. Failure to timely submit a protest constitutes a waiver of any relief.

SECTION 4.0 ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS

The successful Respondent will be required to comply with an equal opportunity/non-discrimination policy, as well as comply with all federal, state, county, and local laws.

SECTION 5.0 INSURANCE

The successful Proposal will be required to maintain and shall require all of its subcontractors, consultants, and other agents to maintain all or appropriate portions of the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

Workers' Compensation

- Workers' Compensation insurance with at least minimum statutory limits as

required by the Labor Code of the State of California.

General Liability

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate.
- City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Respondent.

Automobile Liability

- Minimum Limits: \$300,000 Combined Single Limit per accident; or Bodily Injury of \$100,000 per person/\$300,000 per accident and Property Damage of \$50,000 per accident.

PROPOSAL ATTACHMENT (Please complete and sign this form and submit with proposal.)

PRICE PROPOSAL SHEET

The undersigned hereby proposes to furnish and deliver the services as specified at the prices and terms stated herein and in accordance with the terms and conditions contained within City's Request for Proposals.

The undersigned agrees that this Price Proposal Sheet constitutes a firm offer to the City to enter into the attached Design-Build Contract and to complete the entire Project at the stated price, and that this offer cannot be withdrawn for 45 days or until a contract is fully executed with one of the Respondents, whichever is earlier.

This form must be signed, dated, and submitted with the proposal.

Firm Name _____

Proposed Cost for Project _____

Business Address _____

City/State/Zip _____

Telephone # _____

Fax _____

E-mail _____

Name and Title of Authorized Agent _____

Signature _____

Date _____

A Proposal Bond for 10% of the proposed cost of the Project is enclosed

PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS that, _____ hereinafter called the PRINCIPAL, and _____, a _____ corporation duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____ and authorized to do business in the State of California, hereinafter call the SURETY, are held and firmly bound unto the City of Avalon, hereinafter called the OBLIGEE, on order, in the sum of _____ Dollars (\$ _____) (being at least ten percent (10%) of the total amount of PRINCIPAL'S proposal price) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the PRINCIPAL has submitted its Proposal for the project entitled _____ to the OBLIGEE, the Proposal, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if the Proposal is rejected or, in the alternate, if the Proposal is accepted and the PRINCIPAL signs and delivers a Contract and furnishes evidence of insurance and a Performance Bond and Payment Bond, all in the form and within the time required by the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the PRINCIPAL shall be forfeited to the OBLIGEE, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL shall be the entire amount of this obligation as herein stated, as liquidated damages.

The SURETY, for value received, hereby agrees that the obligations of SURETY and its bond shall not be impaired or affected by any extension of the time within which the OBLIGEE may accept the Proposal, and the SURETY hereby waives notice of any such extension.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay, in addition to the sum set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court, in addition to the penal sum of the Bond.

Signed this _____ day of _____, 20__

PRINCIPAL

BY _____

SURETY

BY _____

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

THE FOLLOWING INFORMATION IS REQUIRED

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me,

(insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.