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REQUEST FOR PROPOSALS

July 28, 2021

Re: Notice to Bidders – Request for Proposals (“RFP”) No. 22-02 – Geotechnical and Material Testing Services

Notice is hereby given that the City of Escondido, a California municipal corporation (“City”) is soliciting proposals from qualified geotechnical engineering consultants to provide as-needed geotechnical observation, material sampling, and material testing services for projects included in the City’s Capital Improvement Program during fiscal year 2021 to 2022. Some of the upcoming projects will include our annual Street Maintenance Project, Grand Avenue Vision Project, Kit Carson Lighting, and Escondido Creek Crossing Project.

Interested parties must submit bid **no later than 2 p.m. on August 11, 2021** (“Proposal Submission Deadline”). Any bids received after the Proposal Submission Deadline will not be accepted. Proposals must be emailed to kbrickley@escondido.org or delivered to:

Engineering Services
Attn: SEALED BID – RFP No. 22-02 – Geotechnical and Material Testing Services
201 N. Broadway
Escondido, CA 92025

Questions or comments concerning this RFP must be submitted via e-mail to Kevin Brickley, Construction Project Manager, at kbrickley@escondido.org no later than 3 p.m. on July 19, 2021 (“Questions Deadline”). Any questions or comments regarding this RFP received after the Questions Deadline will be disregarded. Emails concerning this RFP should state the following in the subject line: “RFP No. 22-02 – Geotechnical and Material Testing Services.” Any communication regarding or relating to this RFP with any City employee or official other than the Construction Project Manager is strictly prohibited.

Each proposal shall be in accordance with specifications, instructions, and information contained in and attached to this RFP. The City reserves the right to accept or reject any or all proposals for any reason it deems necessary, and to waive defects or irregularities in any proposal. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a response to this request.

Sincerely,



Kevin Brickley, Construction Project Manager

Introduction

The City is soliciting proposals from qualified geotechnical engineering consultants to provide as-needed geotechnical observation, material sampling, and material testing services for projects included in the City's Capital Improvement Program during fiscal year July 2021 to July 2022.

Scope of Services

Services shall generally include:

1. The successful consultant ("Consultant") shall provide as-needed geotechnical observation, special construction inspection, material testing, and sampling services at the City's request.
 - a. Consultant must be able to provide geotechnical observation, special construction inspection, material testing, and sampling services within 48-hours of the City's notice.
 - b. A minimum shift of 4 hours will be allowed.
 - c. Construction inspectors shall prepare a report at the end of each inspection. PDF copies of daily field inspection reports and lab test results shall be submitted to the City via Virtual Project Manager ("VPM") when completed. VPM access will be provided by the City to Consultant at no charge.
2. Consultant shall perform field observation and in-place density testing during preparation of subgrade soils for sidewalks, curbs, cross gutters, and construction of pavement sections.
3. Sampling and laboratory testing for strength testing of concrete samples.
4. Batch plant inspection for asphalt and concrete.
5. Slurry sampling.
6. Wet track abrasion test (ASTM D3910) – Type II Slurry.
7. Sieve analysis including wash (ASTM C136) of fine and coarse aggregates.
8. Extraction of bitumen from medium-curing asphalt (ASTM D2127).
9. Moisture content analysis (ASTM D2216) including:
 - a. PH testing; and
 - b. ("ARAM") sampling.
10. Sieve Analysis Including Wash (ASTM C136) including:
 - a. Testing for reclaimed asphalt pavement ("RAP") percentage in asphalt mix; and
 - b. Core sampling to determine pavement structural sections.
11. Preparation and daily submittal of field reports summarizing the work performed by the project prospective consultant and the general results of the field testing.
12. As-requested geotechnical consulting.

Additional services shall include:

1. Consultant shall conduct field inspections and prepare a daily report at the end of each shift. PDF copies of inspection reports and lab test results shall be submitted to the City via VPM when completed. VPM access will be provided by the City to Consultant at no charge.

Communications with the City

Communication with City employees other than Kevin Brickley, Construction Project Manager, regarding this RFP is prohibited. No City employee or representative other than Kevin Brickley, Construction Project Manager, is authorized to provide any information or respond to any questions regarding this RFP.

Right to Submitted Material

This RFP does not commit the City of Escondido to award a contract, to pay any costs incurred in the preparation of a contract or proposal, or to procure or contract for, any services. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, or to amend, cancel (in part or in whole) this RFP if it is in the City's best interest to do so. All proposals, reports and data submitted to the City shall become the property of the City of Escondido and may not be returned.

Proposal Deadlines and Schedule

The following is the City's best estimate of deadlines relating to this RFP and are not binding on the City:

Activity	Date
RFP Released	7/28/2021
Question Submittal Due	8/4/2021
Response to Questions Released	8/5/2021
Proposal Due	8/11/2021
Staff Review of Proposals	8/12/2021
Notification of Interviews	N/A

Note: The City reserves the right to make modifications to the preliminary deadlines described in this section.

Proposal Content

Prospective consultants are responsible for preparing and timely submitting an effective, clear, and concise proposal. Proposals must be limited to **six pages**, not including literature. The proposal shall demonstrate the qualifications, competence, and capacity of the prospective consultant to perform the services described in and in conformity with the requirements of this RFP.

By submitting a proposal in response to this RFP, prospective consultants certify that they take no exceptions to the terms and requirements of this RFP, including the terms of the City's form Consulting Agreement, which is attached to this RFP as Exhibit 1 and incorporated herein by this reference ("Agreement"). If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal.

To be considered responsive, proposals must contain the following information in the order listed:

1. **Cover Letter:** A cover letter introducing the company and the individual who will be the company's contact person (one page maximum).
2. **Qualifications and Experience:** Interested parties shall provide a list of qualifications and experience including references for at least three different clients similar in size and scope to the City of Escondido (three pages maximum).
3. **Rate Sheets:** Rate sheets shall include hourly wages and laboratory rates for all staffing and lab work required to complete services identified under the scope of services, and other items you deem appropriate (two pages maximum). Administrative time for the analysis of lab results and preparation of reports shall be included in the test price. Travel time to project sites within the City limits shall also be included in test rates.

The successful consultant's proposal submitted in response to this RFP will become part of the Agreement (Exhibit 1). **Any proposed waiver, or change to the Agreement (Exhibit 1) must be clearly identified in Prospective consultant's proposal.** Any terms of a submitted proposal that seek to alter or effect the indemnification, insurance, or licensing requirements of this RFP or Exhibit 1 are not permitted. All contracts, and any addenda thereto, shall be subject to the City's sole discretion and approval. The requirements and service standards of this RFP and the responses of the successful consultant will be incorporated by reference into the resulting agreement regarding the Project. The successful consultant shall enter into a contract within 30 days of the City's notice of award in substantially the same form as the Agreement (Exhibit 1).

Selection Process

The contract resulting from this RFP will be awarded to the most responsive and responsible consultant whose proposal conforms to the requirements of this RFP and is considered to be the most advantageous to the City. The City will act as the sole judge of information submitted in response to this RFP. The City reserves the right to: (i) request additional information or clarification of any submitted information, (ii) cancel or amend this RFP, including the proposal evaluation process, at any time, and (iii) not enter into any contract resulting from this RFP and issue similar solicitations in the future.

General Conditions

PLEASE READ CAREFULLY. THE FOLLOWING GENERAL TERMS AND CONDITIONS ARE A PART OF ALL BIDS SUBMITTED IN RESPONSE TO THIS RFP AND THE RESULTING CONTRACT.

This RFP as advertised, the specification requirements detailed in this RFP (including the following General Provisions), and documents on file with the City pertaining to projects included in the City's Capital Improvement Program during fiscal year 2021 to 2022 are subject to all provisions of the Ordinances of the City of Escondido. Each prospective consultant submitting a response to this RFP warrants that the submitted proposal is genuine and non-collusive, or made in the interest of any person, firm, or corporation. A non-collusion declaration shall be properly completed and returned with the bid documents.

In submitting a proposal in response to this RFP, each prospective consultant agrees to the following general terms and conditions:

1. **Public Information:** The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in response to this RFP indicates the prospective consultant's acceptance of all terms and conditions contained in this RFP, including all exhibits and attachments hereto, unless clearly and specifically stated otherwise.
2. **Confidential Information:** Any information deemed confidential or proprietary should be clearly identified by the prospective consultant as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.
3. **Addendums:** The City reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.
4. **Proposal Preparation Cost:** The City is not obligated to reimburse any prospective consultant for expenses incurred in preparing proposals in response to this RFP. All Prospective consultants shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.
5. **Withdrawal of Proposal:** A prospective consultant may modify or withdraw their proposal, either personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the Purchasing Supervisor.
6. **Inaccuracies or Misinterpretations:** Subject to the City's sole discretion, the City may terminate a prospective consultant from the RFP process or terminate any agreement with the Prospective consultant if the City determines that said Prospective consultant has: (i) made a material misstatement, (ii) made a material misrepresentation, or (iii) provided materially inaccurate information.
7. **Optional Items:** Prospective consultants may elect to provide recommendations and pricing for optional items. Pricing for optional items shall not be included in the minimum requirements pricing.
8. **Business License:** The successful consultant shall be required to obtain a City of Escondido Business License pursuant to the terms of Exhibit 1.
9. **Signature:** All proposals shall be signed in the name of the prospective consultant and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.
10. **Right to Reject Proposal:** The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The City is not obligated to explain or justify its selection or rejection of any Prospective consultant. All proposals submitted in response to this RFP shall immediately become property of the City.

- 11. Right to Conduct Personal Interviews:** The City reserves the right to conduct personal interviews or require oral presentations of any or all prospective consultants prior to selection.
- 12. Right to Request Additional Information:** Prospective consultants shall furnish additional information as the City may reasonably require. The City reserves the right to investigate the qualifications of prospective consultants as it deems appropriate.
- 13. Right to Determine Financial Responsibility and Viability:** The City reserves the right to request information pertaining to the financial stability of a prospective consultant to allow an appraisal of a prospective consultant's current financial condition.
- 14. Understanding the Services to be Performed:** By submitting a proposal in response to this RFP, each prospective consultant certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed. Each prospective consultant understands that, if successful, they will be required to enter into a written contract in substantially the same form as Exhibit 1.
- 15. Award of Contract:** Proposals submitted in response to this RFP will be analyzed and the contract awarded to the responsible prospective consultant whose proposal conforms to this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP. If the prospective consultant does not execute a contract in substantially the same form as Exhibit 1 within 30 days after notification of award, the City may, subject to its sole discretion, (i) give notice to the Prospective consultant of the City's intent to select from the remaining Prospective consultants or (ii) issue a new RFP for the services.
- 16. Contract Funding:** The City's funding of any agreement resulting from this RFP shall be on a fiscal year basis and is subject to annual appropriations. Prospective consultant acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this RFP shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for any agreement resulting from this RFP. Accordingly, prospective consultants acknowledge and agree that the funding for any agreement resulting from this RFP shall be contingent upon appropriation of funds.
- 17. City Provisions to Prevail:** The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the services. Any standard terms and conditions of the successful consultant shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.
- 18. Equal Employment Opportunity:** The consultant awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the consultant and be in effect during the performance of any agreement resulting from this RFP.
- 19. Public Services Agreement:** Consultants submitting a proposal in response to this RFP

shall be prepared to use the City's standard contract form (Exhibit 1) rather than its own contract form. Services may not commence until Agreement for services is executed.

20. Prospective consultant's Invoices: Invoices shall be prepared and submitted to the Field Engineering Office, ATTN: Gladis Ortiz, 201 N. Broadway, Escondido, CA 92025 or via email to gortiz@escondido.org. Invoices shall be submitted on a monthly basis and contain the following information: Purchase Order number, description of services, rates, quantities and extended totals. Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City's behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

21. Payment Terms: The City's payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any services or equipment. The time period allowed for payment, as indicated on the face hereof or offered by quote or bid, shall commence upon receipt of Prospective consultant's invoice or upon receipt of the goods or services, whichever is later.

22. Insurance Requirements: The successful consultant must have insurance in accordance with the requirements listed in Exhibit 1.

23. Public Agency Clause: It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility for their order placement and payments to the successful consultant. This option shall not be considered in proposal evaluation. State whether said option is granted:

YES

NO

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, ____.

Signature

Signature

Title _____

Title _____

Of _____

Of _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

EXHIBIT 1
Form Consulting Agreement