June 6th 2017

To: City of El Segundo, City Council

Re: Bid of Project PW 17-10 El Segundo Athletic Fields Turf Replacement Project

Dear City Council,

My name is Michael Mirante, Sales Manager for Sprinturf LLC. Sprinturf is requesting Project PW 17-10 El Segundo Athletic Fields Turf Replacement Project go out for re-bid based on our protest letter dated May 1st and our response letter to David King on May 31st. Sprinturf claims the bidding process was flawed and structured giving a bidding advantage to Fieldturf USA. The Bid documents in the initial advertisement had Fieldturf USA Vertex Prime as a sole source product with three alternates, Sprinturf, Astroturf and Shaw Sports. It was argued that a sole source bid was not legal and substitution requests for an equal product to the base bid Fieldturf Vertex were submitted by Greenfields, Sprinturf LLC, Astroturf and Shaw. These were all rejected per addendum #1. It was argued again at the mandatory pre-bid meeting that having the Fieldturf product as a base bid with no equals was not legal. A new bid form per addendum #2 was issued and had Fieldturf Vertex and Sprinturf DFE as the only base bid products. All other products were rejected. The Fieldturf Vertex Prime was the only alternate product listed even though Sprinturf submitted a very thorough substitution request as an equal product which was rejected. It was mentioned several times at the pre-bid meeting by City staff, the Fieldturf Vertex Prime is the product they wanted. Per David King’s letter stating more products were approved for the base bid is false. Only two companies were listed and submitted bids. All others were rejected. It is very clear the bid forms were structured so Fieldturf could alter their base bid knowing the City would accept the alternate sole source product. The difference in cost to taxpayers is over $300,000. This is not competitive! Sprinturf is asking to do a thorough research to the bidding process, protest letter, response letter from the City Attorney and bid the project again so that it is fair and competitive.

Thank you!

Michael Mirante
Sprinturf, LLC
May 1st, 2017

City of El Segundo, Ca.
Office of the City Clerk
Public Works Department
Attn: Cheryl Ebert, Mona Shilling, Ken Berkman
350 Main St. El Segundo, Ca. 90245

Re: Formal Protest of Bid: El Segundo Athletic Fields Turf Replacement. Project no. PW 17-10

To: Cheryl Ebert, Project Manager

This is a formal protest submitted by Sprinturf, LLC for solicitation project El Segundo Athletic Fields Turf Replacement Project no. PW 17-10. Sprinturf LLC should be awarded as the low responsive bidder. Fieldturf USA failed to properly fill out the bid forms as required and the bid was non-competitive based on California Contract Code 9.2.1 which clearly states that the purpose of public contract law is to clarify and ensure full compliance with competitive bidding requirements but also to “eliminate favoritism, fraud, and corruption in the awarding of public contracts.”

Fieldturf USA failed to sign the Bidders Statement of Past Contract Disqualifications and is not registered with Labor Code 1725.5. Per the bid documents, The City of El Segundo states they will reject Fieldturf USA as nonresponsive if not registered. Fieldturf clearly marked the box “no” for not being registered.

The bid documents were changed several times giving Fieldturf USA a bidding advantage by allowing the Fieldturf Vertex Prime to be sole sourced as the base bid. After objection, this was changed to allow all alternate products/vendors as the base bid. However, Fieldturf Vertex Prime became the only alternate, again allowing Fieldturf a bidding advantage with no other vendors/products as alternates. At the prebid meeting, several turf vendors expressed their concerns of the Fieldturf product being the ONLY alternate. This made the bid effective “sole source” and non-competitive. Fieldturf will not give competitors pricing and competitors will not carry a Fieldturf price. This could also be considered collusion. Sprinturf was not able to bid an alternate. It was announced at the prebid meeting by the City Project Manager, Cheryl Ebert that there will not be an alternate bid item. The next day an addendum was issued with the Fieldturf Vertex Prime as an alternate bid item (optional to bidders) but not allowing for an “or equal product” and making the bid effectively a sole source and non-competitive process. El Segundo staff
publicly mentioned several times, they wanted the Fieldturf Vertex Prime, again allowing a bidding advantage. Fieldturf clearly altered their bid. This does not meet the competitive bidding requirements set forth by the Public Contact code. California contract code 9.2.1 clearly states that the purpose of public contract law is to clarify and ensure full compliance with competitive bidding requirements but also to “eliminate favoritism, fraud, and corruption in the awarding of public contracts.”

Sprinturf submitted a very detailed and document supported substitution request for equal or superior product to the Fieldturf Vertex Prime. Documentation provided that Fieldturf states their own vertex product lines can only with stand less than 2,000 hours of use per year. An average field usage is 3,000+ hours per year. It is assumed Campus fields are scheduled well over this. Sprinturf request for equal was rejected.

In addition, Fieldturf failed to list a subcontractor for the removal and recycling of the current turf and infill system. There is no way to know if they intent to comply with this requirement, nor can their pricing be fairly compared to other bidders because there is no way to know who is performing the work, or where and how is the turf being disposed.

“10-0. DISPOSAL OF REMOVALS
All removed materials shall become the property of the Contractor. Materials shall be legally discarded away from the site of work.”

Note: There are no authorized dump facilities within the City of El Segundo.

“SCOPE OF WORK
A. The work shall be comprised of removing the current infill and turf system for recycling, minor regrade of the sand leveling course and porous aggregate base and installation of new synthetic turf surface as specified herein.”

The material defects in Fieldturf’s Bid makes Sprinturf LLC is the lowest responsive and responsible bidder meeting the requirements set forth in City of El Segundo Athletic Fields Turf Replacement Project No. PW 17-10 and should be awarded the project based on the solicitation you provided and addenda for this project.

Thank you for your consideration of this protest and we look forward to hearing from you in a timely manner.

Sincerely,

Bruce Cheskin
Executive Vice President
Sprinturf, LLC
May 30, 2017

Sprinturf, LLC [VIA U.S. MAIL AND E-MAIL]
Attn: Bruce Cheskin, Executive Vice President
550 Long Point Rd, Suite 205
Mount Pleasant, SC 29464
bcheskin@sprinturf.com

RE: Response to Bid Protest for El Segundo Athletic Fields Turf Replacement (PW 17-10)

Dear Mr. Cheskin,

In response to the protest letter from Sprinturf, LLC, dated May 1, 2017, for the above-referenced project which had a bid opening on April 25, 2017, the City of El Segundo has thoroughly investigated the protest items raised in the letter and has come to the following conclusions:

1. **Sprinturf's allegation:** “Fieldturf USA failed to sign the Bidders Statement of Past Contract Disqualifications and is not registered with Labor Code 1725.5.”

**City's response:** Field Turf USA is registered with the California Department of Industrial Relations (registration number of 1000004625). FieldTurf apparently mistakenly checked off the wrong box in the bid form in error. The erroneous marking of the box “no” is a minor irregularity in the bid that may be waived by the City Council when it considers the award of contract at a public hearing.

Similarly, FieldTurf printed a name on the Bidder’s Statement of Past Contract Disqualifications but did not sign. But the signatures of FieldTurf principals appear at other locations in the bid documents, and the failure to sign would not allow FieldTurf to be relieved of its bid; therefore, FieldTurf did not gain an unfair advantage by failing to sign the document. Thus, the failure to sign the Bidders Statement of Past Contract Disqualifications is a minor irregularity that may be waived by the City Council.

2. **Sprinturf's allegation:** “Fieldturf Vertex Prime became the only alternate [which] made the bid effectively ‘sole source’ and non-competitive. … This could also be considered collusion.”
City’s response: As stated in the specifications and in compliance with California law, any material that was specified by brand, trade or proprietary name is deemed to be followed by the words “or equal.” As Sprinturf is aware, the City allowed bidders to submit proposed “equal” items pursuant to the process outlined in Section 4-1.6 of the bid.

On April 17, 2017, in Addendum #1 issued by the City, Sprinturf’s request for substitution of “Sprinturf Ultrablade Dual Fiber Elite (DFE) with CoolCap” was deemed acceptable as an alternative bid product, but not acceptable as a base bid substitute product. After April 17, staff determined that because no equivalent product for Vertex Prime had been identified, the City issued Addendum #2, to make FieldTurf Vertex CoolPlay and Sprinturf DFE Extreme CoolCap as the base bid items. In fact, the City issued Addendum #2 to allow more bidders the opportunity to bid on the base bid items in an effort to avoid a potential “sole source” situation. In other words, the City issued Addendum #2 to encourage more prospective bidders to bid on the project, to ensure as much as practicable, a competitive bidding process. No collusion occurred between the City and FieldTurf.

3. **Sprinturf’s allegation:** “Fieldturf failed to list a subcontractor for the removal and recycling of the current turf and infill system.”

City’s response: The bid documents did not require the bidder to list a separate subcontractor for the removal and recycling of current turf and infill. Because FieldTurf did not list a subcontractor, FieldTurf effectively certified that it is qualified to perform and will perform that portion of the work, and that the estimated amount of this work is included on their submitted bid schedule. Thus, the City can fairly compare the bids, and this does not constitute a material defect.

For the reasons set forth above, the City of El Segundo does not find substantial reason to reject FieldTurf USA’s bid. At the June 6, 2017, regular council meeting, City staff will recommend that the City Council award the contract to FieldTurf USA. You are welcome to attend the meeting, held at 7:00 p.m. in the City Hall Council Chambers.

Sincerely,

David King
Assistant City Attorney

CC: Greg Carpenter, City Manager
Mark D. Hensley, City Attorney
Ken Berkman, Public Works Director
Michael Mirante, California Sales Manager, mmirante@sprinturf.com
Mr. David King  
Assistant City Attorney  
City of El Segundo  

Re: Response to Bid Protest for El Segundo Athletic Fields  

Dear Mr. King,  

We received your May 30, 2017 response to our protest. Unfortunately, your facts are wrong in reference to Sprinturf’s second allegation: “Fieldturf Vertex Prime became a sole source alternate”.  

Your letter goes on to explain how Sprinturf and others were approved for the base bid. We do not dispute that. However, via Addendum, Fieldturf Vertex Prime was taken out of the base bid and made an alternate. Sprinturf and others all submitted substitution requests for the alternate. The Sprinturf submissions for equivalent alternate was rejected within hours as were other submissions from other vendors. Thus, Fieldturf Vertex Prime was made a sole source alternate. Clearly, Fieldturf knew the City wanted Fieldturf Vertex Prime (since Vertex Prime was originally the base bid). This made it easy for them to bid very low on the base bid knowing all along that the City was going to pick the alternate. Therefore, the skewed results. The difference between the Fieldturf base bid and the sole source alternate was over $300K. This is neither correct, fair or legal. Turf is largely a commodity product and the alternate should not have been sole sourced to Fieldturf. How can the submissions by other vendors for the base bid be acceptable while not a single system could be approved as an equivalent to Vertex Prime? This is unheard of. The Sprinturf products have been approved as equivalent to Fieldturf’s Vertex Prime by multiple architects and school districts. The El Segundo process was flawed and should be re-bid. Given the June 6th meeting you reference, this matter must be handled immediately or we would be forced to seek an injunction.  

Sincerely,  

Bruce Cheskin  
Executive Vice President  

C: Greg Carpenter  
    Mark Hensley  
    Ken Berzman  
    Marc Belluomini  
    Mike Mirante