

All Consultants shall complete the Proposal and Award page(s) and submit all information requested herein in the proposal document in its entirety, **IN ORDER FOR THE PROPOSAL TO BE RESPONSIVE. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE AND REJECTED.**

REQUEST FOR QUALIFICATIONS and PROPOSAL **(RFQP)**

PROPOSAL REFERENCE No.: **RFQP 19-001**
ISSUE DATE: 2/20/19
PROPOSAL RECEIPT DATE: 3/12/19
ANTICIPATED COUNCIL AWARD: 4/9/19
PROJECT: **2019 As Needed Materials Testing Services**
ISSUING OFFICE: Engineering

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Should any of the required documents be missing from your packet, immediately notify the Purchasing Department and request that they be supplied.

PROPOSAL SUBMISSION

The undersigned having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the unit prices as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Jackson. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Jackson that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

DATE: _____

FIRM NAME: (if any) _____

ADDRESS: _____
(Street Address) (City) (State) (Zip)

PHONE NO. (____) _____ FAX NO.: (____) _____

EMAIL: _____

SIGNATURE

PRINTED NAME: _____

TITLE: _____

Subscribed and sworn to before me this ____ day
of _____, 20 __, a notary public in
and for said county.

_____, Notary Public

_____ County, Michigan

My Commission Expires: _____

INSTRUCTIONS TO CONSULTANTS

Use of RFQP Forms

These Documents represent the RFQP format which is for the convenience of Consultants. We request that Page 1 "Proposal Submission" be submitted with your proposal.

The Standard Terms and Conditions in Appendix A will become part of the contract.

Interpretations for Addenda

No oral interpretation will be made to any Consultant as to the meaning of the Documents or any part thereof. Every request for interpretation shall be made in writing to the City of Jackson, Purchasing Coordinator. Only those written inquiries received ten (10) or more working days prior to the date fixed for the opening of RFQPs will receive a response. Any interpretation made to a Consultant shall be in the form of an Addendum to the Documents and, when issued, will be on file in the City Purchasing Coordinator office at least five (5) calendar days before the proposals are opened. All Addenda will be transmitted to each person holding Documents, but it shall be the Consultant's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Consultants shall be bound by such Addenda, whether or not received by the Consultant. All Addenda received shall be listed on the outside of the RFQP envelope. Any proposal received without each addendum listed by number and date received on the outside of the RFQP proposal envelope may be declared a non-responsive proposal.

REQUIRED TIME FOR RECEIPT OF PROPOSALS

Each proposal must be submitted in three (3) bound paper copies with one (1) electronic copy (PDF format **WITHOUT** Cost Proposal) on disc or jumpdrive to the City of Jackson Purchasing Department, 161 W. Michigan Avenue, 10th floor, Jackson, Michigan 49201 no later than 10:00 am, local time on the date given on the cover, in a sealed envelope marked with the RFQP identification number. Any proposals received after this time will not be reviewed or considered by the City.

PROPOSALS

- a) All QUALIFICATION PROPOSALS must be submitted following the RFQP Format supplied by the City in this document using figures attached (when provided) and shall be subject to all requirements of this Document including the INSTRUCTION TO CONSULTANTS and QUALIFICATION PROPOSAL REQUIREMENTS sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFQP format by the Consultant.
- b) The City of Jackson may consider as irregular any proposal on which there is an alteration of or departure from this RFQP Format, as provided in the RFQP Documents, and at its option may reject the same.
- c) Each Consultant shall include in its COST PROPOSAL, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal by the Consultant shall remain effective for 90 days from the time proposals are opened.

ECONOMY OF PREPARATION

Each Proposal should be prepared simply and economically providing a straightforward concise description of the Consultant's ability to meet the requirements of the RFQP. Decorative bindings, colored displays, promotional materials, etc. will receive no evaluation credit. Emphasis should be on the completeness and clarity of the content.

SUBCONTRACT AGREEMENTS

Before executing any subcontract, the successful Consultant shall submit the name of any proposed subcontractor for prior approval.

CORRECTIONS

Erasures or other changes in the RFQP form must be explained or noted over the signature of the Consultant.

TIME FOR RECEIVING PROPOSALS

Proposals received prior to the advertised hour of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and proposals received thereafter will not be considered. Late RFQPs will be returned to the Consultant un-opened.

OPENING PROPOSALS

The City of Jackson will open every eligible responsive qualification proposal received within the time set for receiving proposals. Cost proposals will only be opened for those Consultants who have deemed most qualified based on their qualifications proposal. All other cost proposals will be returned unopened to prevent potential FOIA exposure.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request dispatched by the Consultant in time for delivery in the normal course of business prior to the time fixed for opening.

AWARD OF CONTRACTS / REJECTION OF PROPOSALS

- a) The City of Jackson reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in its best interests. The Consultant to whom the Award is made will be notified at the earliest possible date.
- b) The City of Jackson reserves the right to consider as unqualified to perform the Contract any Consultant who does not habitually perform with its own forces at least fifty (50%) of the work involved.
- c) The term of the contract is one (1) year and subject to two one-year renewals contingent upon approval by both parties. If both parties agree to renew the contract, the unit prices contained in the previous year's contract shall be multiplied by a factor of 1.025 to adjust the unit prices for the renewed contract.

EQUAL EMPLOYMENT OPPORTUNITY

Attention of Consultants is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated on any illegal basis including race, national origin, color, religion, age, sex, height, weight, marital status, and physical or mental handicap as required by the City of Jackson's Ordinance Chapter 15-3.

DEFAULT TO CITY

It is understood that any Consultant who is in default to the City at the time of opening the proposal shall have the proposal declared null and void.

SIGNATURES

All proposal notifications, claims and statements must be signed as following:

- a) **CORPORATIONS:** Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation. Each signature must be witnessed and notarized.
- b) **PARTNERSHIPS:** Signatures of one partner shall be accompanied by a certified copy of the Power of Attorney authorizing the signing to bind all partners. If the proposal is signed by all partners no authorization is needed. Each signature must be witnessed and notarized.
- c) **INDIVIDUAL:** No authorization is needed, but signature must be witnessed and notarized.

TAX LIABILITY

When the terms of this contract involve the lease of property, real or personal, to the City, it is understood that the Lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the term of the lease. Sales Tax and Use Tax are applicable in this contract and are the sole responsibility of the Provider of services.

CITY ORDINANCE AND CHARTER REFERENCES

All City of Jackson Policies, Ordinances and Charter Sections applicable to this RFQP are available at the Jackson City Clerk's office for the Consultant's inspection and review, and the Consultant understands that it is its sole responsibility to understand and fully comply with all applicable City of Jackson Policies, Ordinances and Charter sections.

NOT TO EXCEED OR NON-APPROPRIATION

The Consultant hereby recognizes that the City is a political body corporate, and that in the event the City fails to appropriate monies sufficient enough to pay its obligations herein, that the City may terminate this agreement without incurring any liability thereof.

INCURRING COST

The City shall not be liable for any costs, including any travel, incurred by the Consultant prior to award of contract. The City does not intend to pay for any information obtained from the RFQP, though such may be utilized in determining the award.

NO THIRD-PARTY RIGHTS

It is agreed and understood that the contract is made solely for the benefit of the City and the Provider of Services; that it is not made for the benefit of any third party; and that no action or defense may be founded upon this contract except by the parties signatory hereto.

ORAL PRESENTATION

Those Consultants deemed most qualified based on their qualifications proposal may be required to make an oral presentation of their proposal to the City of Jackson. These presentations will provide an opportunity for the Consultant to clarify his proposal to ensure mutual understanding of its contents. The City of Jackson will schedule any such presentations.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful Consultant will become contractual obligations, if a contract is issued. Failure of the successful Consultant to accept these obligations will result in cancellation of the award.

NEWS RELEASES

News releases pertaining to this request or the work to which it relates will not be made without prior written approval of the Issuing Office.

GENERAL INFORMATION

INTRODUCTION

The City of Jackson is currently inviting qualified consulting firms to submit proposals for the as needed materials testing for the 2019 construction season projects. This list is tentative and subject to change with projects being added or removed.

These projects include, but are not limited to, the following:

Street	Project Limits	Project Type
Durand Street	Morrell Street to Wildwood Avenue	Street resurfacing
Edgewood Avenue Phase 2	Ganson Street to North Street	Street reconstruction and water main replacement
Elizabeth Street	Park Avenue to VanDorn Street	Street reconstruction
Essex Heights	Glen, Essex Ln, Grovedale, Oakridge, Broadcrest, Parkwood Way	Street resurfacing and water main replacement
Franklin Street	Brown Street to West Avenue	Street reconstruction and water main replacement
Fourth Street	Horton Road Intersection	Realign intersection
Fourth Street Phase 2	Hickory Avenue to Audubon Boulevard	Street resurfacing and roundabout enhancements
Greenwood Avenue/ Jackson Street	Morrell Street to Franklin Street	Street reconstruction, construction of traffic circle and water main replacement
Higby Street	South End to Daniel Road	Street resurfacing
Homecrest Road	Louis Glick Hwy to VanBuren street	Street reconstruction and water main replacement
Madison Street	West Avenue to Clinton Road	Street reconstruction
Michigan Avenue	First Street to Blackstone Street	Street reconstruction
Park Avenue	Michigan Avenue to Elizabeth Street	Street reconstruction
Second Street	Washington Avenue to Wildwood Avenue	Street reconstruction and water main replacement
Steward Avenue	Wildwood Avenue to Railroad	Street reconstruction and water main replacement
Thompson Street	South End to Wildwood Avenue	Street resurfacing

The projects listed above are subject to the appropriation of monies by bodies outside of Engineering. In the event that a project is unfunded, it will be removed from the project list and not tested without penalty to the City. In the event additional projects are added to the project list by the City, it shall be tested at the contract unit prices for the items listed in the Schedule of Unit Prices on Page 17.

CITY'S RESPONSIBILITIES

The City will have the following responsibilities in conjunction with a contract resulting from this RFQP.

1. Provide information as to the City's requirements for the project and make available all pertinent information, which may be useful in the project work, including any drawings or equipment data relative to the project.
2. Designate in writing a person to act as the City's project Director with respect to the work to be performed. Such person will have the authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment and other such elements pertinent to the work.
3. Coordinate as necessary the efforts of the consultant to make provisions to enter upon public or private land as required to perform his work.
4. Examine all studies, reports, estimates, proposals and other documents prepared by the consultant and render in writing, if necessary, decisions pertinent thereto within a reasonable time.

The consultant will develop or obtain from other agencies all other material, information and data necessary to perform the work.

SCOPE OF SERVICES

MATERIAL TESTS

All testing proposed in the RFQP will be performed in accordance with the appropriate sections of the MDOT Manual for Michigan Test Methods (MTM's) and the MDOT Density Control Handbook. This work shall include the following:

I. Concrete Tests

- a. Concrete testing in the field as required to complete MDOT form 1174A, Inspector's Report of Concrete Placed.
- b. Preparation of concrete cylinders in the field for compression testing.
- c. Performance of compression tests of concrete cylinders.

II. HMA Testing

- a. Collection of HMA samples from behind the paver in accordance with MTM 324-07.
- b. Lab testing at the consultant's facilities in accordance with the requirements of the appropriate MTM's to complete MDOT form 1903C (Daily Report of Contractor's Quality Assurance Tests).
- c. Performance of compaction tests on placed HMA in the field using a Nuclear Density Gauge.

III. Soils

- a. Sampling and testing in the field to determine maximum density and optimum moisture content.
- b. Testing in the consultant's lab using the appropriate Proctor test to determine maximum density and optimum moisture content.
- c. Performance of compaction tests on placed material using a Nuclear Density Gauge.
- d. Sampling and testing as required to complete MDOT form 1901 for mechanical analysis.
- e. Sampling and testing of abrasion resistance of crushed concrete by the Los Angeles machine in accordance with MTM 102-01.

IV. Pavement Cores

- a. Coring of pavement for determination of pavement thickness and base material type and thickness.

V. Soil Borings

- a. Sampling of subsurface soils to a depth between five and 25 feet deep.
- b. Analysis of subsurface soils to determine soil types, classifications, depths, number of

blow counts, N values, depth of ground water, etc.

CONCRETE QUALITY ASSURANCE PLAN PREPARATION

Work included in this RFQP includes the preparation of a concrete Quality Assurance (QA) plan in accordance with the requirements of MDOT's Frequently Used Special Provision 12SP-604A-05 for Quality Control and Acceptance of Portland Cement Concrete (for Local Agency projects only), for each project let through MDOT's Local Agencies Program. The firm selected as the successful respondent shall perform concrete QA testing in accordance with the QA plan for applicable projects.

MINIMUM REQUIREMENTS FOR TESTING TECHNICIANS

The firm selected as the successful respondent will be required to meet the Michigan Department of Transportation's Requirements for Performing Construction Engineering on Local Agency Projects. These requirements will apply to all MDOT Local Agency **and** City of Jackson projects. The technicians and other personnel performing the work must have the training, certifications, licenses, etc. necessary to meet these requirements.

MINIMUM REQUIREMENTS FOR TEST REPORTS

All testing proposed in the RFQP will be documented in reports that are clearly and legibly written, detailed for future reference, and supplied to the City in a timely fashion. Said reports will be completed in accordance with City of Jackson and/or MDOT requirements.

All reports must contain at a minimum the following information:

1. The City's project name;
2. Date and location of testing;
3. Date and detailed location of sampling (if applicable); and
4. The Testing Technician's printed name and signature.

TYPES OF TEST REPORTS

- I. Daily Job Tickets
 - a. Will list the technician's time of arrival to the project site and time of departure from the project site, lunch break start and stop times and total hours worked. Will **not** list technician's time of departure from and arrival to the consultant's office or any off-site prep time.
 - b. Must be approved and signed by the City's project inspector at the end of each work day.
 - c. Will list types of testing performed during Part A (above).
 - d. A separate ticket will be generated for each project that the technician works on during the work day.
- II. Reports
 - a. Must be clearly and legibly written.
 - b. Must indicate the sampling location and date of the tested material.
 - c. Must indicate whether the material tested conforms to specifications.

- d. Soil boring reports must be provided within four weeks of the time of boring and sampling.
- e. Compression test results for concrete cylinders must be provided within 24 hours of the time of testing on MDOT form 1160A.
- f. Density test results must be provided with one week of the time of testing on MDOT form 0582B.
- g. HMA lab testing results must be transmitted to the City via fax or email by 9:00am on the next calendar day following the date of paving on MDOT form 1903C. No additional compensation shall be made for the performance of tests after hours or on weekends.
- h. Mechanical analysis test results must be transmitted with 24 hours of the completion of testing on MDOT form 1901.
- i. All other lab reports other than those listed above must be provided within three days of the time of sampling and/or the completion of lab testing.
- j. No extra hours of Technician's time or overtime will be allowed for writing reports. This is based on the fact that data for and results from any test performed are recorded on the appropriate forms as the test occurs. Therefore, no off-site or other additional report writing time is needed at the end of each work day.
- k. No payment shall be made for review of field reports by staff other than the Testing Technician. No payment shall be made for Testing Technician review at any location other than the project site.

GENERAL CONDITIONS

1. The materials testing consultant shall provide reliable transportation and testing equipment for the testing technicians. All testing equipment must have been calibrated within the previous year.
2. All materials testing shall comply with current Michigan Department of Transportation Standard Specifications for Construction that is incorporated by reference into this agreement.
3. Payment for all tests performed in the field will be included in the Testing Technician's time.
4. Each Testing Technician shall arrive at the job site with the knowledge, experience, and equipment to perform concrete, bituminous, and soils tests as outlined above in the Material Tests section of the Scope of Services.
5. All items as listed in the Schedule of Unit Prices include labor, materials, equipment, reports, review of tests and/or work performed, and scheduling and coordinating required to complete each item.
6. Unit prices must be listed on the Schedule of Unit Prices and shall govern.
7. The materials testing consultant's invoices to the City will list the pay items completed, the dates of pay item completion, the quantity for each item, the unit price for each item, and the total cost for each item completed as well as the total cost for all items completed within the subject billing period.

8. A separate invoice shall be made for services performed on each of the City's projects. Completed items for more than one project will not be included on the same invoice.
9. No payment shall be made for the time and Per Diem expenses incurred when a Testing Technician reports to a project site with incorrect or insufficient equipment.
10. Payment will be made only for that work which is documented with inspector signed Daily Job Tickets and written lab reports. Job tickets shall show time of arrival to the site and time of departure as well as lunch breaks.
11. No payment will be made for work billed in advanced.
12. No payment will be made for the work involved in preparing reports which are not received by the City within the times specified above in Part II Types of Lab Reports section. Payment will not be made for the lab work or Testing Technician time required to produce the report in question.
13. When an employee of the consultant other than the Testing Technician assigned to the project must make a trip to the site for the specific purpose of obtaining a soil or HMA sample or picking up concrete cylinders for delivery to the testing lab, compensation will be provided by a payment of a single unit of the Sample Delivery pay item. When the sample and cylinder delivery to the lab is made by the Testing Technician, compensation for the delivery included in the payment for the Per Diem pay item.
14. Payment for soil sampling is included with that for the Testing Technician pay item. When a specific trip is made solely for soil sampling, compensation will be provided by payment of a single unit of the Sample Delivery pay item.
15. The City shall provide all required traffic control devices necessary for the materials testing consultant to complete pavement cores and soil borings on streets classified as principal or minor arterials in the street inventory.
16. The materials testing consultant shall provide all necessary traffic control devices and flagmen for pavement cores and soil borings on streets that are classified as collectors or locals in the street inventory. Payment for said traffic control will be incidental to that for the Pavement Core and Soil Boring pay items.
17. A minimum 12-hour advanced notice shall be provided to the materials testing consultant when a testing technician is needed. Under normal conditions, a more advanced notice may be possible.
18. Due to the nature of the construction business, construction schedules will be subject to change without prior notice.

WORK HOURS AND RATES

1. The Technician's billable time shall begin upon arrival at the project site with proper equipment to perform the work and shall end upon completion of his on-site testing duties for the day. The Technician's hourly rate will not be paid for any off-site activity such as office prep or drive time.
2. The Technician will be required to take a minimum of one-half hour non-chargeable lunch

period on any day that the technician works six hours or more.

3. Regular time hourly rates shall apply to all time not exceeding eight hour per day, excluding Saturday, Sunday and holidays.
4. Overtime hourly rates shall apply to all time in excess of eight hours per day or on Saturdays, Sundays and holidays.

PAY ITEM DESCRIPTIONS

Testing Technician: payment for this item includes compensation for all labor, materials, equipment, reports, review of tests and/or work performed, scheduling, coordination and direction required to perform on-site concrete, bituminous and soil sampling and testing.

Testing Technician, Overtime: this item is equal to the above Testing Technician item except that it shall pay for that work performed during the hours defined as overtime in the above Work Hours and Rates section.

Per Diem: payment of this item will be made for every day that a Testing Technician reports for a day's work within the City limits. Included in payment for this item shall be compensation for vehicle and fuel use, drive time, offsite prep and cleanup time, lodging, food and other expenses incurred before the technician has reported to the job site and after he as left for each day.

Sample Delivery: payment of this item will be made for each round trip made from the testing lab to the project site and back to the testing lab for the specific purpose of obtaining a soil or HMA sample or the pick-up of concrete cylinders. Included in payment for this item shall be all compensation for vehicle and fuel use, driver time, time spent collecting samples and other expenses associated with pick-up and delivery.

Project Management Meeting: payment of this item will be made for each meeting that is called by the City to discuss project scheduling and status with the materials testing consultant's project manager. Payment will provide compensation for all travel time, travel expenses, equipment, and meeting time necessary to attend such a meeting. Meetings will typically be held once every two weeks and last approximately one hour. Meetings will be held at the discretion of the City.

Compressive Strength Test of Concrete Cylinders: payment for this item shall provide compensation for all labor, equipment, and materials necessary to perform said test, report test results on MDOT form 1160A, review and approval of report, and transmission of report to the City.

HMA Aggregate Gradation and Asphalt Content Test: payment for this item shall provide compensation for all labor, equipment, and materials necessary to perform said test, report test results on MDOT form 1903C, review and approval of report, and transmission of report to the City.

Maximum Density Laboratory Test: payment for this item shall provide compensation for all labor, equipment, and materials necessary to perform laboratory testing to determine the maximum density and optimum moisture content of a soil sample, prepare a report of test results, review and approval of report, and transmission of report to the City. Compensation for field testing to determine the same shall be included with payment for the Testing Technician pay item.

Mechanical Analysis: payment for this item shall provide compensation for all labor, equipment, and materials necessary to perform said test, prepare a report of test results, review and approval of report, and transmission of report to the City.

Los Angeles Abrasion Test: payment for this items shall provide compensation for all labor, equipment and materials necessary to perform said test, prepare a report of test results, review and approval of report and transmission of report to the City.

Pavement Core: payment for this item shall provide compensation for all labor, equipment, and materials necessary to mobilize equipment, core pavement, measure pavement and base thickness and observe base material type, repair pavement with like material (concrete with redi-mix concrete, asphalt with cold patch), prepare a report, review and approval of report, and transmission of report to the City.

Soil Boring: payment for this item shall provide compensation for all labor, equipment, and materials necessary to mobilize equipment, bore soil, take necessary samples, make necessary observations, repair pavement, prepare a report of findings, review and approval of report, and transmission of report to the City. The Soil Boring pay item will be applicable to borings to 25 feet deep.

Concrete Quality Assurance Plan Preparation: payment for this item shall provide compensation for all labor, equipment, and materials necessary to prepare and transmit a Quality Assurance plan for an MDOT let project to the City.

CRITERIA FOR SELECTION

All Qualifications Proposals received shall be subject to an evaluation by the City of Jackson Waste Water Treatment Plant, assisted by other City personnel. The following factors will be considered in making the selection (review "Proposal Evaluation Work Sheet" attached as the next page of this document):

EXPERIENCE/QUALIFICATIONS

Experience and qualifications will be measured by the firm's character, integrity, and competence in managing projects of similar size and scope; and experience of the principals and key staff assigned to the proposed operation. It will also be based on the experience and qualifications of the principals and key staff assigned to the individual tasks related to this project.

UNDERSTANDING OF THE PROBLEM

Based upon the understanding exhibited by the statements of work presented in the proposal.

METHOD OF APPROACH

Referring to the technical soundness of the Consultant's stated work plan for the project, the comprehensiveness of the proposed work tasks, the techniques to be used and the products to be delivered.

PRICE

The qualifications proposals will be evaluated using the four criteria listed above prior to review the cost proposals. The price proposals will be evaluated only for those Consultants deemed most qualified by their qualification proposal.

**CITY OF JACKSON
PROPOSAL EVALUATION WORKSHEET**

CONSULTANT:

RFQP 19-001 Project: As Needed Materials Testing Services

DATE:

EVALUATED BY:

ITEM	POSSIBLE POINTS	WEIGHT	EVALUATION POINTS	TOTAL
Experience/Qualifications	10	35		
Understanding of the Problem	10	30		
Method of Approach	10	35		
TOTAL		100		

COMMENTS

QUALIFICATION PROPOSAL REQUIREMENTS

Qualification proposals must be submitted in the format outlined below:

BUSINESS ORGANIZATION

State the full name and address of corporate or home office of your organization. Indicate whether you operate as an individual, partnership or corporation; if a corporation, indicate the state in which you are incorporated. If appropriate, state whether you are licensed to operate in the State of Michigan.

If applicable, provide the full name and address of any branch office or other subordinate element that will be performing part or all of the work. Indicate the relationship of the subordinate element to the corporate or home office as well as how much and what parts of the work it will perform.

STATEMENT OF PROBLEM

State in precise terms your understanding of the problem presented by this RFQP.

WORK PLAN

Describe in narrative form your technical plan for accomplishing the work. Explain the choice of methodology, particularly its strengths and weaknesses.

QUALIFICATION QUESTIONNAIRE

State in precise terms your responses to the four questions on the Qualification Questionnaire.

PROJECT STAFF DESCRIPTION

Include the number of personnel, whether executive, professional, or technical, by skill and qualification that will be employed in the work. Provide an address of the workstation or base of operations for each of those listed as personnel. Indicate which of these individuals you consider key to the successful completion of the project. Identify key individuals by name and title and include resumes for each of the proposed project personnel.

AUTHORIZED NEGOTIATIONS

Include the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract with the Issuing Office.

ADDITIONAL INFORMATION

The consultant may also include any information and/or comments believed to be pertinent but not specifically requested elsewhere in the document.

QUALIFICATION QUESTIONNAIRE

The Respondent shall provide the following information with the Qualifications Proposal for the purpose of evaluating the qualifications of the firm to perform the work provided in the RFQP.

1. Describe your firm's experience in providing materials testing services similar to the services requested by this RFQP. Describe only the experience of the project-lead office. Do not describe the experience of branch or corporate offices that will not have personnel directly involved in providing the requested services.
2. List the key personnel of your firm to be working on this project along with their degree-specialty-registration and the number of years of experience, both total years and years with your firm. Indicate the physical location of each individual's workstation or base of operations (project lead office, subordinate branch office, lab, field, etc) while working on the project. For technicians who will be working in the field, please indicate what tests each individual is MDOT qualified to perform and the year in which they became qualified. Attach resumes.
3. Provide a specific work plan for each of the following tests: soil compaction in the field, sieve analysis of granular material, concrete compressive strength, compaction of placed HMA, HMA lab testing, and LA abrasion testing. Include a progress schedule that details the process of sampling, testing, and providing written results. Include in the schedule the number of work days for each step of the testing process. Indicate also if Saturdays are considered work days by your firm's lab.
4. List representative projects your firm has completed within the last five years. List only those projects completed by the proposed project-lead office. Do not describe projects completed by branch or corporate offices. The list will include name and type of project, location, year completed, name and address of owner, and construction and testing costs. For each project, give details of a specific instance in which each of the following tests were performed: field compaction of soil, sieve analysis of granular material, concrete compressive strength, HMA lab testing, and LA abrasion testing. These details will provide calendar dates for sampling, testing, and providing written results.

COST PROPOSAL

COST PROPOSAL

This portion of the proposal must be submitted in a sealed and separate envelope inside your submittal and clearly marked "**RFQP 19/001 2019 As Needed Materials Testing Services Cost Proposal.**"

Cost proposals will be evaluated after a review and evaluation of each consultant's Qualifications Proposal. Cost proposals will only be opened for those respondents who have been deemed most qualified based on their qualifications proposal. All other cost proposals will be returned unopened to prevent potential FOIA exposure.

2019 AS NEEDED MATERIALS TESTING SERVICES RFQP

COST PROPOSAL SCHEDULE OF UNIT PRICES

Item No.	Item Description	Units	Estimated Quantity	Unit Cost	Total
1	Testing Technician	hour	1620		
2	Testing Technician, Overtime	hour	482		
3	Per Diem	each	137		
4	Sample Delivery	each	23		
5	Project Management Meeting	each	13		
6	Compressive Strength Test of Concrete Cylinder	each	60		
7	HMA Aggregate Gradation & Asphalt Content Test	each	30		
8	Maximum Density Laboratory Test	each	8		
9	Mechanical Analysis	each	16		
10	Los Angeles Abrasion Test	each	10		
11	Pavement Core	each	12		
12	Soil Boring	foot	120		
13	Concrete Quality Assurance Plan	ea	3		
	TOTAL				

APPENDIX A
CITY OF JACKSON
STANDARD TERMS AND CONDITIONS
FOR
PROFESSIONAL SERVICE AGREEMENT
FOR
2019 AS NEEDED MATERIALS TESTING SERVICES

These Standard Terms and Conditions for Professional Service Agreement (Standard Terms) are incorporated into the Contract for Professional Services between City of Jackson (Owner) and the undersigned, Professional Service Provider (PSP) and are to be part of said Owner - PSP Contract (Contract). If the Standard Terms conflict or are inconsistent with the Contract or any other terms, conditions, specifications or contract documents, the Standard Terms shall govern. In the absence of a Owner - PSP Contract, the Standard Terms shall serve as the Contract between the undersigned parties.

Notwithstanding any other provision contained herein, it is understood and agreed between the undersigned parties that the Contract dollar amount identified in PSP's proposal dated _____, 20____, (Proposal) constitutes a NOT TO EXCEED Contract dollar amount and shall be deemed full remuneration for all professional services provided, including, but not necessarily limited to, labor, services, out-of-pocket expenses, activities and work described or identified in the Proposal and the Owner's Request for Proposal (RFQP) dated _____, 20____. Said RFQP is hereby incorporated by reference as if set forth in full and shall be deemed part of the Standard Terms.

1. SERVICES: The PSP shall perform the services, activities and work set forth or identified in the Proposal and RFQP.
2. COMPENSATION: In consideration of labor, services, activities and work provided by PSP, the Owner shall pay PSP the dollar amounts identified in the Proposal in accordance with the terms of payment set forth herein.

In consideration of any extra or additional services provided by PSP that are beyond the scope of the RFQP and Proposal, Owner shall reimburse PSP on a time and material basis for all actual and reasonable labor and out-of-pocket expenses. Provided however, preliminary cost estimates for providing extra or additional services shall be presented to the Owner for review and written approval prior to performance by PSP.

3. TERMS OF PAYMENT: Invoices shall be submitted not more often than monthly to Owner for the services performed and the expenses accounted for under this Agreement during the preceding monthly period. Owner shall pay the full amount of the invoice within 60 days of the invoice date, unless Owner disputes same.

4. **PROFESSIONAL STANDARD:** PSP will perform its professional services under this Agreement by the exercise of due care and skill in accordance with applicable professional standards for services of this type under these circumstances.
5. **INDEPENDENT CONTRACTOR:** It is agreed between the Owner and PSP that employment by Owner of Construction Contractor(s) to construct work and perform maintenance constitutes them as independent contractors and as such they are completely responsible to Owner. The PSP will provide general engineering observation of the work by the Contractors as construction progresses, and, if applicable, will provide resident construction observation (RESIDENT AGENT) for the compensation set forth in the Proposal. The PSP does not guarantee the performance of the contractor(s) by PSP's performance of such construction observation. Provided, however the PSP is responsible to promptly notify the Owner of substandard performance by the contractor(s) that PSP knew or should have known was unacceptable. The PSP's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner. The PSP shall have authority on behalf of the Owner to reject work by the contractor(s) which does not conform to Contract Documents.
6. **INSURANCE:** Where Owner requires that project construction Contractor(s) provide liability insurance, Contractor(s) shall name PSP as an additional insured. Owner shall require Contractor(s) to submit certificates evidencing proof of such coverage directly to PSP who shall be responsible for ensuring required language is included in Owner's contract documents to satisfy this requirement.

The PSP shall demonstrate that they have obtained professional liability insurance coverage which insurance shall provide coverage for negligent acts, errors or omissions committed or alleged to have been committed by the PSP, with minimum limits of liability of \$1,000,000 per claim for all projects with an estimated total dollar cost of \$100,000 or greater; and minimum limits of liability of \$500,000 per claim for all projects with an estimated total dollar cost of less than \$100,000. The professional liability coverage shall extend coverage to loss of interest, earnings, profit, use and operations and interruptions, and other special, indirect and consequential damages resulting from negligent acts, errors or omissions of the PSP.

The PSP shall provide evidence of commercial general liability and automobile liability insurance coverage with minimum limits of liability for each policy of \$500,000 for each occurrence. Commercial General liability coverages shall name the Owner as an additional insured. The insurance shall protect the Owner from claims for bodily injury, death or property damage which may arise from performance of the work by the PSP.

The PSP shall demonstrate a valid Worker's Compensation and Employer's Liability Insurance coverage, as required by the State of Michigan, is in force for all its employees.

All insurance policies shall be issued on an occurrence basis by financially responsible insurance companies licensed or approved by the State of Michigan and acceptable to the Owner.

7. **TERMINATION OF CONTRACT:** The Owner may at any time, upon seven (7) days prior written notice, terminate this Agreement. Upon such termination, Owner shall pay to PSP all amounts owed PSP under this Agreement, for all work performed to Owner's satisfaction up to the effective date of termination.
8. **DOCUMENTS OF SERVICE:** The PSP agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents, and other materials produced by the PSP in the course of and for the purpose of meeting this Agreement, are the property of the Owner, but PSP shall have the right to use same. Owner may obtain copies of any of the above named material for a nominal reproduction charge. The above documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the PSP for the specific purpose intended will be at the Owner's sole risk.
9. **OPINIONS OF PROBABLE COST:** Opinions of Probable Cost prepared by PSP represent PSP's best judgment as a design professional familiar with the industry. It is recognized, however, that neither PSP nor Owner has control over the cost of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Owner understands that PSP does not warrant or represent that bids or negotiated prices will not vary from the cost estimates prepared by PSP.
10. **OWNER OBLIGATIONS:** Owner shall at no cost to PSP:
 - A. Provide all information to PSP as identified in the RFQP.
 - B. Provide to PSP, in a reasonably prompt manner, all data and information in the possession of Owner as may be required by PSP to perform the services under the Contract.
 - C. Provide PSP personnel with access to the work site so that they may perform the work under the Contract without interference.
 - D. Upon written request of the PSP, designate a person to act as Owner representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Owner policies and decisions with respect to the services under the Contract.
 - E. Furnish to PSP prior to any performance by PSP a copy of any engineering, design, and construction standards which Owner shall require PSP to follow in its performance of services under the Contract.

11. **INDEMNIFICATION:** To the maximum legal extent permissible under Michigan law, the PSP hereby agrees to defend, indemnify, and hold harmless the Owner, its agents, representatives, employees or officials (City), from any and all losses, damages, claims, demands, suits, actions, payments, judgments including any and all expenses, legal or otherwise, and any and all liability for property damage, bodily injury, death, or any other injury or damage, of whatever nature, which arises out of or pertains to any of the work or services performed by the PSP under this Contract and regardless of whether the liability of the City would be based upon allegations of passive negligence involving vicarious liability or liability imposed by operation of law or, in contrast, involves liability predicated upon allegations of active negligence involving acts, omissions of alleged negligence or wrongdoing by the City itself. Provided, however, in the event it were determined that Act 165 of the Public Acts of Michigan 1966, as amended, were applicable and would otherwise make void this provision, it is the intent of the parties that the PSP would defend the City, but then, and only then, would the PSP not be required to indemnify the City for the City's liability predicated upon the City's sole negligence or wrongdoing.
12. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Michigan.
13. **NO ASSIGNMENT:** Neither party shall assign its rights, interests or obligations under the Contract without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
14. **NO WAIVER:** The failure of either party to enforce, at any time, the provisions of the Contract shall not constitute a waiver of such provisions or the right of Owner or PSP at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.
15. **VENUE:** The parties agree that any action relating to the Contract shall be instituted and prosecuted in the courts of the County of Jackson, State of Michigan, and each party waives the right to change of venue.
16. **NEGOTIATED:** It is agreed by the parties hereto that the Contract is a result of negotiation between the parties, and accordingly, it will not be construed against either party in the event of a dispute or litigation arising out of the Contract.
17. **CONFLICTING TERMS.** If any term or provision of these Standard Terms and Conditions are in conflict with the Proposal/Contract Agreement between the parties, or any addendum thereto, the provisions or terms of the Standard Terms and Conditions shall control.
18. **ENTIRE AGREEMENT:** The Contract, upon its acceptance by the parties hereto, shall constitute the entire and integrated understanding between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral, with respect to the subject matter herein.

The Contract may be amended only by written instrument signed by PSP and Owner.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the _____ day of _____, 20_____.

Project Identification: _____

Professional Service Provider, (PSP)

(Type Name of Company)

Witness

By _____

Its _____

City of Jackson, (OWNER)

Witness

By _____

Its _____

Approved as to Form:

Bethany M. Smith, City Attorney