

*[Figure 1 insert your agency logo here]*

**[agency name]**

**REQUEST FOR QUALIFICATIONS  
FOR  
MATERIALS TESTING & GEOTECHNICAL SERVICES**

**Contract [agency contract #]**

**Date Released: [Current date]**

**[agency name]  
[agency address]**

**Proposals are due prior to 4:00 P.M., [date proposals are due]**

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## REQUEST FOR QUALIFICATIONS

### Materials Testing & Geotechnical On-Call Services

The [agency name] is seeking qualified consulting firms to provide quality assurance soils and construction materials sampling, testing, and laboratory services on an on-call basis. The response to this solicitation will be in the form of a Statement of Qualifications.

Total amount payable to the Consultant shall not exceed [\$xxx] and with a performance period of the contract not to exceed 5 years including any amendments.

All qualified firms interested in providing these services are invited to submit their Statement of Qualifications (SOQs). The Consultant's SOQs will be evaluated and ranked according to the criteria provided in Appendix B, "Proposal Evaluation," of this RFQ.

Addenda to this RFQ, if issued, will be sent to all prospective Consultants the [local agency] has specifically e-mailed a copy of the RFQ to and will be posted on the [local agency] website at:

[local agency website link to RFQ]

It shall be the Consultant's responsibility to check the [local agencies] website to obtain any addenda that may be issued.

The Consultant's attention is directed to Appendix A, "Submittal Requirements."

Submit five (5) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's SOQs. The hard copies and CD/DVD shall be mailed or submitted to the [local/agency address] prior to **4:00 P.M., due date**. SOQs shall be submitted in a sealed package clearly marked "Materials Testing & Geotechnical On-Call Services" and addressed as follows:

[Local Agency contact; must be the agency Contract Administrator or designee

Engineering Division

Local agency name

Local agency street address

City, state, zip code]

Submittals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified submittal must be received prior to 4:00 P.M., [same time and due date as listed above].

Unsigned submittals or submittals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFQ does not commit the [local agency] to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure, or contract for services. The [local agency] reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the [local agency] to do so.

The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the [local agency].

All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

SOQ review and evaluation: [date range]

Oral interviews: [date range, if any]

Cost Negotiation: [date range]

Contract Award: [approx. date]

Any questions related to this RFQ shall be submitted in writing to the attention of [local agency contact] via email at [localagency.com](mailto:localagency.com). Questions shall be submitted before 5:00 PM on [one week prior to due date].

### **PROJECT DESCRIPTION AND BACKGROUND**

The consultant shall provide technical services and follow the [agency] Quality Assurance Plan (QAP) along with all pertinent State, Federal, and Local Agency rules and regulations.

This solicitation is not for specific projects, but for specific services. The services are to be rendered for the duration of the contract term. The [agency name] will execute multiple on-call contracts with several consultants for Materials Testing and Geotechnical Services for federal and state funded projects. Task Orders will be issued for specific projects based on competitive mini-RFP's. The [agency] does not guarantee a specific number or dollar amount of projects will be contracted with the listed projects.

## SCOPE OF SERVICES

### PURPOSE OF WORK

The [agency] constructs several roadway projects every year that are state and federally funded. In order to comply with state and federal regulations and due to limited staffing and expertise, certain services are contracted out. The selected Consultant shall perform consultation, research, professional and technical services required for Construction Materials Sampling and Testing Services, including, but not limited to, field sampling, construction materials testing, analysis, reports, plant inspection, and work related to testing equipment calibration, on an as-needed basis. The consultant will be responsible for providing Local Agency certified field and laboratory testing on an as-needed basis. The Consultant shall only perform work that is assigned in an authorized Task Order. This Contract does not guarantee that a Task Order shall be issued. The Consultant may provide services to Local Agency including, but not limited to, concrete, aggregates, soils, cement, metals, masonry blocks, hot mix asphalt, asphalt binder, and Independent Assurance; equipment calibrations; materials analysis & evaluation; field sampling; construction materials testing; analysis; reports; plant inspection; sampling of fresh concrete, asphalt, aggregate, soil, and other related materials; field nuclear gauge compaction tests on aggregate base, subgrade, and other related materials; core sampling of cured concrete, pavement, and other related materials; sampling of structural steel, rebar, and other related materials; field testing of concrete slump, soil compaction, and other related materials; field testing of welds, bolted connections; laboratory testing of various types of samples; special materials analysis & evaluation; provide materials information; and work related to testing equipment calibration.

The on-call quality assurance material testing work consists, in general of performing Local Agency standard field and laboratory testing to evaluate the construction contract's compliance with the project specifications. **For all testing work on federal and state aided projects, the laboratory and testing personnel must be certified by the Local Agency Independent Assurance Program.** The consultant must follow all pertinent State testing requirements and the [agency] adopted Quality Assurance Plan (Attachment 2).

### LOCATION OF WORK

Field work is required and may include night work or in remote areas within the County of [agency county/city]. The consultant shall complete the laboratory testing at their own designated facility.

### REQUIRED SERVICES

All work performed under this contract will require approval by the [agency] Contract Administrator and issued through a Task Order. A Task Order shall be requested from the Consultant to identify and refine the scope of services prior to issuing the Task Orders. The Task Order shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

Pursuant to an authorized Task Order, the Consultant shall provide Construction Materials Testing and Geotechnical Services within the geographical jurisdiction of this Contract set forth in "Location of Work" section, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. The consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with Local Agency standards.

The potential projects may vary in scope and size, and may encompass any type of improvement for the transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project

limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each Task Order.

The consultant shall only perform work that is assigned in an authorized Task Order and an award of a contract does not guarantee any Task Orders will be issued. Work shall not begin until the Task Order has been approved by the Contract Administrator [or approving authority].

The Consultant shall perform services relating to field sampling and in-situ testing of materials (collectively, "Materials Sampling and Testing Work") as required by the Local Agency Contract Manager and specified in a Task Order. The Consultant shall perform services relating to laboratory testing, analysis, and reporting of materials (collectively, "Special Materials Analysis Work") as required by the Local Agency Contract Manager and as specified in a Task Order.

The Consultant shall inspect roadway material processing plants operation during the production of Asphalt Concrete, Portland Cement Concrete, and other related materials. The Consultant shall sample and test rock and sand according to the California Test Methods and Local Agency Construction Manual. The Consultant shall also obtain samples of oil binders, cements and admixtures in accordance with the requirements of the Construction Manual. The Consultant shall visit quarries and mine pits to witness material source sampling, stockpiling and testing samples of binders, cement admixtures and other related materials.

The Consultant shall maintain a set of project files that shall be indexed in accordance with California Test Methods Manual.

The Consultant shall prepare the required calculations and reports according to Local Agency standards and requirements for the Materials Sampling and Testing Services work including the plant inspection services work.

The Consultant shall have access to plant and mobile laboratories to perform Materials Sampling and Testing Services. The Consultant shall provide a copy of the firm's nuclear gauge license to Local Agency.

The Consultant shall have the ability to respond in a timely and cost efficient manner to Local Agency requests for Materials Testing and Geotechnical Services work at any project locations.

#### QUALITY ASSURANCE TESTING SERVICES

Quality assurance materials sampling and testing work consists of performing Local Agency or ASTM test methods. The frequency and testing requirements are found in the [agency] Quality Assurance Plan. Reports shall be provided to the [agency] within one day of test completion via email or hand delivery. Laboratory tests shall begin the next business day after samples are received at the lab. Test reports shall indicate [agency] job number, date/time sample taken, and project name. A monthly summary of tests performed by job number shall be submitted at the end of each month.

Field and laboratory testing required for assurance testing must be performed by individuals certified through the Local Agency Independent Assurance Program. Certifications demonstrating each individual's qualification to perform any required testing shall be provided to the [agency] prior to any testing work done.

The laboratory in which all necessary Local Agency tests are performed for assurance testing shall be certified through the Local Agency Independent Assurance Program. All qualifications shall be kept current at all times and shall be provided to the [agency] prior to work.

The range of tests that may be required for [agency] projects is provided in the [agency] Quality Assurance Plan.

## GENERAL PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The Consultant Construction Materials Testing & Geotechnical responsible person (or engineer, certified technician, the Consultant Contract Manager registered in the State of California), signing analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under this Contract requiring the signature of a Consultant Construction Materials Testing & Geotechnical responsible person (or engineer, certified technician, the Consultant Contract Manager registered in the State of California) shall be currently employed by the Consultant or its Subconsultants at the time the deliverables are submitted to the Local Agency for consideration under the review and acceptance process.

The Consultant is required to submit a written request and obtain the Local Agency Contract Manager's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to Local Agency. The substitute personnel shall have significant experience in the work involving a similar transportation facility for at a minimum two (2) previous projects, unless otherwise approved by the Local Agency Contract Manager.

In responding to Local Agency Task Order and in consultation with the Local Agency Contract Manager, the Consultant Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications as required by this Contract.

The Consultant's personnel shall typically be assigned to and remain on specific Local Agency projects/deliverables until completion and acceptance of the project/deliverables by Local Agency. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project/deliverable by Local Agency.

After the Local Agency Contract Manager's approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without the Local Agency Contract Manager's prior written approval.

Resumes containing the qualifications and experience of the Consultant's and Subconsultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted to the Local Agency Contract Manager for review before assignment on a project or Task Order. The resume and copies of current certification for each candidate shall be submitted to the Local Agency Contract Manager within one (1) week of receiving the request.

The Local Agency Contract Manager may interview the Consultant's personnel for the qualifications and experience. The Local Agency Contract Manager's decision to select the Consultant's personnel shall be binding to the Consultant and its Subconsultants. The Consultant shall provide adequate qualified personnel to be interviewed by the Local Agency Contract Manager within one (1) week of receiving the request.

The Local Agency Contract Manager shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determining whether the deliverables satisfy the acceptance tests and criteria. The Local Agency Contract Manager may reject any Consultant personnel determined by the Local Agency Contract Manager to lack the minimum qualifications. If at any time the level of performance is below expectations, the Local Agency Contract Manager may direct the Consultant to immediately remove Consultant



personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by this Contract for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from the Local Agency Contract Manager. Invoices with charges for personnel not pre-approved by the Local Agency Contract Manager for work on the Contract and for each Task Order shall not be reimbursed.

The Consultant shall not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the Local Agency Contract Manager. The removal or replacement of personnel without the written approval from the Local Agency Contract Manager shall be violation of the Contract and may result in termination of the Contract.

When assigned consultant personnel is on approved leave and required by the Local Agency Contract Manager, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to Local Agency. Substitute personnel shall receive prior written approval from the Local Agency Contract Manager to work on this Contract.

Other project personnel not identified on the Consultant's cost proposal, including, but not limited to, field and laboratory technicians, shall also satisfy appropriate minimum qualifications for assigned Task Orders. Local Agency prior written approval is required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals before providing services under this Contract.

The Consultant is responsible to provide fully trained personnel to efficiently perform the work. The Consultant's personnel may be asked to attend certain special training if recommended by the Local Agency Contract Manager. On such occasions, with the approval of the Local Agency Contract Manager, Local Agency shall compensate the Consultant for the Consultant's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, including any transportation costs and training fees, shall be the Consultant's responsibility. In addition, services to train the Local Agency personnel shall not be provided by the Consultant under this Contract.

In location(s) where the Consultant personnel is expected to work for extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons.

The Consultant Contract Manager shall be a Registered Professional Engineer or Metallurgical Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Contract period, to perform the tasks described in this Contract and in the Task Orders and shall have a documented minimum ten (10) years of demonstrated experience acceptable to Local Agency in Construction Materials Testing and Geotechnical Services work.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel, Subconsultants, Construction Materials Sampling and Testing Services work, and Consultant's and Sub-Consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
- c. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the Local Agency Contract Manager.
- d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.

- e. Maintaining and submitting organized project files for record tracking and auditing.
- f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- g. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
- h. Assuring that all applicable safety measures are in place.
- i. Providing invoices in a timely manner and providing monthly Contract expenditures.
- j. Reviewing invoices for accuracy and completion before billing to Local Agency.
- k. Managing Subconsultants.
- l. Managing overall budget for Contract and provide report to the Local Agency Contract Manager.
- m. Monitoring and maintaining required DBE involvement.
- n. Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
- o. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
- p. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.
- q. Provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.
- r. Experience and capable in the review of the test reports within a reasonable time frame of the completion of the tests to avoid delay of the field construction operation.

#### DELIVERABLES

As agreed upon by the [agency] and consultant in a Task Order for each project.

#### SCHEDULE

As agreed upon the [agency] and consultant in a Task Order for each project.

If Local Agency determines that the work cannot be performed during normal business hours or the work is necessary at off hours to avoid danger to life or property, the Consultant's operations may be restricted to specific hours during the week. Night work may be required on projects involving high traffic areas. The Local Agency construction contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Consultant's personnel. Changes in hours or schedules shall be documented by amendment of Task Orders. Any shift differential rate pay shall be reimbursed in accordance with the applicable Department of Industrial Relations (DIR) determination.

#### METHOD OF PAYMENT

Consultant shall be paid based on specific rates of compensation.

#### OTHER ON-CALL GEOTECHNICAL SERVICES

Geotechnical engineering and technical services required to support the [agency] in the development and construction of [agency] road and bridge projects on an as-needed basis. Method of payment for these services will be based on specified rates of compensation approved by the Contract Administrator and based on approved task orders of work.

#### GENERAL REQUIREMENTS

1. The Consultant shall begin the required work within two (2) working days after receiving a fully executed Task Order and the issuance of the Notice to Proceed (NTP) from the Local Agency Contract Manager to the Consultant Contract Manager or on the date specified in the

Task Order. Some work, however, may require Consultant personnel to mobilize within 24-hour of notifications. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the Local Agency Contract Manager or Local Agency designee.

2. The work shall not be performed when conditions prevent a safe and efficient operation, and shall only be performed with written authorization by Local Agency.
3. The Consultant Contract Manager may direct the Consultant's employees to work overtime to meet Task Order schedules at the request of the Local Agency Contract Manager. All overtime shall be pre-approved by the Local Agency Contract Manager. Overtime shall be worked only when directed in writing by the Local Agency Contract Manager and specifically required by the Task Order, and shall only be paid to persons covered by the Fair Labor Standards Act.
4. All Consultant personnel are required to sign a confidentiality and nondisclosure agreement.

Local Agency shall not reimburse the Consultant for costs to relocate its personnel to the service area of this Contract. Local Agency shall not reimburse the Consultant for per diem costs, unless preapproved by the Local Agency Contract Manager. Local Agency shall not reimburse the Consultant for out-of-state travel without prior written approval from the Local Agency Contract Manager.

Local Agency shall not incur costs beyond the funding commitments in the Contract and each Task Order. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify the Local Agency Contract Manager.

The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be in compliance with 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and 2 CFR, Part 200, and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Such equipment and supplies shall include, but not be limited to, the following:

- a. Office Supplies.
- b. Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- c. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing transportation engineering deliverables. This includes, but not be limited to, the following:
  - i. Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint).
  - ii. Adobe Acrobat Professional version 5 or later.
  - iii. Recording test data.
  - iv. Calculating test results.

The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade, which may include, but not be limited to, the above-mentioned equipment.

If the Consultant fails to submit the required analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract and any approved

Task Order, Local Agency shall have the right to withhold payment and/or terminate this Contract in accordance with the termination provisions of this Contract. If the Contract is terminated, the Consultant shall, at Local Agency' request, return all materials recovered or developed by the Consultant under the Contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract.

#### LABORATORY STANDARDS

When the Consultant is providing construction materials testing during construction, failing tests shall be reported immediately to the Local Agency Contract Manager.

All test documents produced by the Consultant shall be certified (signed and stamped) by the Laboratory Manager. In the absence of the Laboratory Manager, certification shall be made by an Acting Laboratory Manager who is a Registered Professional Civil Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Contract period. All test results shall be recorded on the appropriate forms as prescribed in the Local Agency California Test Methods.

The Consultant shall certify in writing that each tester is qualified to perform the required tests and plant field engineering according to the current procedures described in the Local Agency California Test Methods.

The Consultant shall have a program in effect during the entire time work is being performed under Contract to train personnel and arrange achievement of the required certifications.

The Consultant shall maintain an inventory of the testing equipment (listing the manufacturer, model, serial number, calibration and tolerances).

Local Agency and the Federal Highway Administration (FHWA) reserve the right to periodically review field testing and sampling in progress at job sites and laboratory facilities by Consultant personnel.

The Consultant shall have a quality control plan in effect for the duration of work being performed under the Contract. This plan shall include quality control, quality assurance and equipment calibration programs for the Consultant's main laboratory and for any satellite or project laboratories.

If any laboratory work is to be subcontracted, the Subconsultant's laboratory shall meet the same requirements as the Consultant's laboratory.

#### MATERIALS TO BE PROVIDED BY THE CONSULTANT

Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

Local Agency shall not pay the Consultant for the Consultant's work under this Contract and the charges incurred by the Consultant that does not conform to the requirements specified in this Contract and to the applicable Task Order, and such work shall be corrected at the Consultant's sole expense at no additional cost to Local Agency.

## APPENDIX A – SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Statement of Qualifications (SOQ's) by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their qualifications, to simplify the review process, and to help assure consistency in format and content.

SOQ's shall contain the following information in the order listed:

### 1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

[local agency contact  
Address]

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

### 2. Executive Summary

### 3. Consultant Information, Qualifications & Experience

The [local agency] will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

### 4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project. Provide a list of all laboratory and field testing and Local Agency certification, segregating tests to be performed by a subconsultant.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the

length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

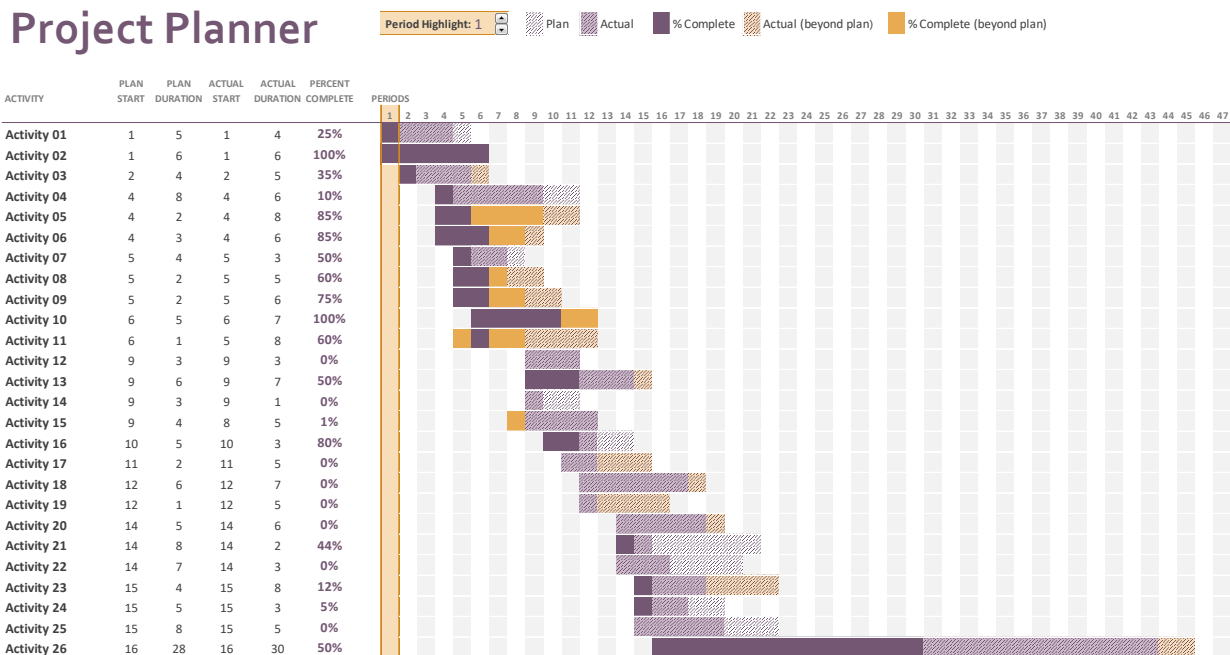
### 5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.

### 6. Schedule of Work

Provide a detailed schedule for the proposing Consultant’s services including time for reviews, approvals and lab results. Conflict of Interest Statement.

**Project Schedule** – In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart.



### 7. Conflict of Interest Statement

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any Local Agency project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any Local Agency project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the Department's projects listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest. Local Agency will use this documentation to determine whether the firm may work on specific projects.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Local Agency Contract Manager regarding the conflicts of interest. The Local Agency Contract Manager may terminate the Task Order involving the conflict of interest and Local Agency may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify Local Agency Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for Local Agency on the same project.
- Certified Materials Tester(s) or Plant Inspector(s) from the same company that currently performs Quality Control for the Contractor on any project within that District where the services are being performed and Quality Assurance for Local Agency on different projects within that District where the services are being performed where the same Contractor is performing work.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

## **8. Litigation**

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

## **9. Contract Agreement**

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 3.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 49 CFR Part 18, 48 CFR Part 31, and 2 CFR Part 200.

## **10. Federal-Aid Provisions**

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Local Assistance Procedures Manual Exhibit (LAPM) Exhibit 10-R, A&E Sample Contract Language, Exhibit 10-U, Consultant in Management Position Conflict of Interest Statement, and Exhibit 10-I, Notice to Proposers DBE Information. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment #. If this contract includes a consultant in a management support role, the process for approving the consultant must be followed. Reference LAPM Chapter 10 and Exhibit 10-U, Consultant in Management Position Conflict of Interest.

This solicitation is financed in whole or in part and therefore subject to Title 49, Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". To ensure equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, a DBE participation is required. Only participation by certified DBEs will count toward the contract goal for this solicitation. In order to count toward a contract goal, a firm must be certified by the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the firm will perform on the Agreement by the SOQ submittal due date. For a list of work codes, go to [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

It is the proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified SOQ submittal due date and time. For a list of DBEs certified by the CUCP, go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

Reference "Statement of Qualifications Submittal Requirements" for detailed information and references to the required forms. Required forms will be made part of the agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation at due date and time of SOQ submittal may result in the SOQ submittal being rejected as non-responsive.

Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the draft Agreement. All contractors and subcontractors who bid or work on public works projects must register with the Department of Industrial Relations (DIR).

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-01). **The local agency's current contract DBE Goal is [#%].**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a FFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Local Assistance and Local Assistance Procedures Manual.

## 11. Cost Proposal

The consultant performs the specific items of work for services stated in the contract. The method of payment is specific rates of compensation.

In order to assure that the [local agency] is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a *separate sealed* envelope from the proposal. The cost proposal is confidential and will remain sealed until all proposals have been reviewed, and the most qualified consultant has been selected. The top ranked consultant's cost proposal is opened just prior to negotiations. All other cost proposals are returned unopened after contract execution. Reference the sample cost estimate in the LAPM Exhibit 10-H. Consultant shall prepare a specific rate of compensation Fee estimate with progress payments at defined milestones/tasks.



Selected Consultant shall comply with Chapter 10.3 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process. A pre-award or post-award may be performed on any contract issued as a result of this RFQ. LAPM Exhibit 10-A, A&E Consultant Audit Request Letter and Checklist must be completed and approved by Caltrans Audits and Investigations (A&I) prior to contract execution.

## APPENDIX B – PROPOSAL EVALUATION

### Evaluation Process

All submittals will be evaluated by [local agency] Selection Committee. The Committee may be composed of [local agency] staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the [local agency] Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the [local agency's] requirements as set forth in this RFQ.

The selection process may include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All other cost proposals will be returned unopened at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A submittal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	10
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
	<b>Subtotal:</b>	<b>75</b>

No.	Interview Evaluation Criteria	Weight
9	Presentation by team	10
10	Q&A Response to panel questions	15
	<b>Subtotal:</b>	<b>25</b>
	<b>Total:</b>	<b>100</b>

### 1. Completeness of Response (Pass/Fail)

- a. Responses to this RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

### 2. Qualifications & Experience (20 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct Materials Testing & Geotechnical engineering services on both federal and non-federal aid projects.

### 3. Organization & Approach (15 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project team.
  - ii. Some or all of team members have previously worked together on similar project(s).
  - iii. Overall organization of the team is relevant to [local agency] needs.
- c. Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.

- ii. Team successfully addresses Site Planning and Programming efforts.
- iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
  - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with [local agency]
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.
  - iii. Proposal responds to need to assist [local agency] during the project.

**4. Scope of Services to be Provided (15 points)**

- a. Detailed Scope of Services to be Provided
  - i. Proposed scope of services is appropriate for all phases of the work.
  - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
  - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
  - i. Proposer has a system or process for managing cost and budget.
  - ii. Evidence of successful budget management for a similar project.

**5. Schedule of Work (10 points)**

- a. Schedule shows completion of the work within or preferably prior to the [local agency] overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQ.

**6. Conflict of Interest Statement (Pass/Fail)**

- a. Discloses any financial, business or other relationship with the [local agency] that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

**7. Local Presence (5 points)**

- a. A statement addressing firm's ability to establish an office within the County or surrounding area.

**8. References (10 points)**

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

**9. Presentation by Team (10 points)**

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

**10. Q&A Response to Panel Questions (15 points)**

- a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		10	
6	Conflict of Interest Statement		Pass/Fail	
7	Local Presence		5	
8	References		10	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
	<b>Total:</b>		100	

### APPENDIX C –PROJECT SCHEDULE

**Project Schedule** – In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart.

## Project Planner

Period Highlight: 1

