



**REQUEST FOR QUALIFICATIONS**

**For**

**“ON-CALL” MATERIALS ENGINEERING AND TESTING SERVICES**

**For**

**FIELD ENGINEERING DIVISION**

**STOCKTON, CALIFORNIA**

**FEBRUARY 27, 2023**



**San Joaquin County Department of Public Works  
1810 East Hazelton Avenue  
Stockton, California 95205  
(209) 468-3000 / Fax (209) 468-2999**

**Solicitation #SJCDPW-RFQ-23-02**

**COUNTY OF SAN JOAQUIN  
DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR QUALIFICATIONS  
SJCDPW-RFQ-23-02**

**ON-CALL MATERIALS ENGINEERING AND TESTING SERVICES**

**1.0 INTRODUCTION**

The San Joaquin County Department of Public Works (SJCDPW) requests Statements Of Qualifications (SOQ) from engineering consulting firms for on-call lab testing, materials testing, specialty inspections and related services. This procurement will be comprised of evaluation of SOQs and optional interviews with select firms as described in this Request for Statement of Qualifications (RFQ). SJCDPW will select one or more qualified consulting firms to provide these services. The selected consulting firms will be required to enter into Independent Contractor Agreement with San Joaquin County (County). The amount of the services provided by each selected consultant will be no more than \$200,000 per year over an initial two-year period with the possible extension to a third year.

**2.0 PRELIMINARY SCOPE OF SERVICES**

Consultants (CONSULTANT) on the on-call list for Materials Engineering and Testing Services will perform materials engineering and testing services on an as-needed basis in conjunction with roads and streets, bridges, traffic signals, water supply, sanitary sewer, storm drainage, and other public works projects in San Joaquin County. They may be discrete, short term assignments or may be part of larger development, roadway improvement, or other capital projects. The amount of compensation to the CONSULTANT will be established for each project at the time it is assigned, and payments will be made under a Purchase Order issued by the County.

The scope of work, completion schedule, and duration of each assignment will vary. Some project assignments could involve extended work durations, but typically, a project assignment will be five (5) to twenty (20) working days, excluding County and other agency review periods. Required services and capabilities to be provided by On-Call Consultants include, but are not limited to, the following:

- < California Licensed Professional Engineer
- < Participation in Caltrans' reference testing program and extensive experience with California Testing Method and American Society for Testing and Materials (ASTM) testing method
- < Caltrans and/or other professional organization qualification/certification (i.e. ASSHTO, Asphalt Institute, American Concrete Institute, National Institute of Certification of Engineering Technologies, etc.) for key testing personnel and equipment.
- < Preparation of project scope including: project understanding, schedule, and cost
- < Positive lab test results to be furnished within 72 hours and failing results within 24 hours unless duration of tests exceeds these limits.
- < Certified quality control measures.
- < Maintenance of all acceptance materials testing records.

CONSULTANT shall complete all work required in accordance with the San Joaquin County Department of Public Works' s established testing guidelines for the frequency and required tests for materials and products (Exhibit A).

SJCDPW shall furnish access to all information, data, and maps as currently exist in files to assist in carrying out each specific project assignment, to the CONSULTANT, without charge, and SJCDPW shall cooperate in every way possible to carry out of the work without delay. CONSULTANT will be

required to check and investigate existing information and conditions and notify SJCDPW of any deficiencies. CONSULTANT agrees that SJCDPW's responsibility to provide access to information is limited to data of record in SJCDPW files and in the format as recorded.

CONSULTANT shall complete all work required in accordance with Federal, State, and County requirements and obtain agency approvals and permits, as necessary.

CONSULTANT has the option of using subconsultants that are approved in writing by SJCDPW prior to proceeding. Goals for the requested services have not been established for the participation of Disadvantaged Business Enterprises (DBEs). However, CONSULTANT is required to be fully informed with respect to Part 26, Title 49, Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." DBE participation goals may be applied to specific projects and work tasks as the work to be assigned becomes available. It is SJCDPW's policy that DBEs shall be utilized and have the maximum opportunity to participate in the performance of contracts and projects supported by Federal funding.

### 3.0 STATEMENT OF QUALIFICATIONS CONTENT REQUIREMENTS

The Statement of Qualifications (SOQ) submission may not exceed twenty (20) single-sided, standard sized (8 1/2" by 11") pages. The page limit does not apply to an optional, one-page table of contents, any folder, dividers, or cover. Each page must be numbered.

**The SOQ should not include Schedule of Costs and Fees information. County will only request Schedule of Costs and Fees from CONSULTANT selected to the on call list.** Costs for preparing and submitting a response to this RFQ are entirely the responsibility of the CONSULTANT and shall not be charged to the County or recovered from the County in any way.

The SOQ content to submit includes a cover letter, a conflict of interest disclosure, and a summary of qualifications and experience as described below:

#### 3.1 Cover Letter:

- A. Summary— Provide a brief summary of the firm's SOQ submission contents, emphasizing qualifications and capabilities of the CONSULTANT and any subconsultants, if appropriate. The summary should indicate an understanding of the requested services
- B. Office Location— Indicate where the work is to be performed. If the work is to be shared among firms or different offices, then identify the locations and the work to be performed in each office. The CONSULTANT must be able to respond to a project within an hour, in emergency situations.
- C. Insurance— Provide a brief statement that the current insurance coverage of the CONSULTANT and any subconsultants meets the requirements, as stated below, or that the firm and any subconsultants will be able to obtain the required insurance coverage:

#### *General Liability Limits*

- |    |                                     |             |
|----|-------------------------------------|-------------|
| 1. | BI & PD combined/per occurrence     | \$1,000,000 |
|    | /Aggregate                          | \$1,000,000 |
| 2. | Personal Injury/Aggregate           | \$1,000,000 |
| 3. | Automobile Liability/per occurrence |             |

CONTRACTOR agrees to defend, hold harmless and indemnify the County for any and

all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

*Professional Liability*

- 1. Professional Liability/as appropriately relates to services rendered. Coverage may include medical malpractice and/or errors and omissions. \$1,000,000

*Workers' Compensation and Employer's Liability* Statutory requirement

D. Indemnification— Provide a brief statement that the consultant firm and any subconsultants shall be able to comply with the following indemnification requirement:

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or Subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

- E. EEO— Provide a brief statement that the consultant firm and any subconsultants shall comply with the applicable Federal, State and local regulations concerning equal employment opportunity.
- F. Debarment— In accordance with the Code of Federal Regulations, Title 49, Part 29, Debarment and Suspension Certification, the CONSULTANT shall certify that the consulting firm is currently not subject to any suspensions, debarments or voluntary exclusions or ineligibility determinations by any Federal agency.
- G. Signature and contact information— The cover letter shall be signed by the CONSULTANT's Project Manager and an official authorized to negotiate and contractually bind the firm with the County regarding the requested services. The Project Manager shall be the main contact with SJCDPW for technical and contractual issues, and shall be responsible for the direction of day-to-day progress of a specific project assignment. **Please provide the telephone number, fax number, email, and office location of the Project Manager.**

3.2 Conflict of Interest:

CONSULTANT shall disclose and list any financial, business or other relationships that may have an impact on the outcome of the requested services required for performance. A potential conflict of interest includes, but is not limited to, work related to contracts with other San Joaquin County departments, other counties, other cities, local land developers, current clients and other parties who may have a financial interest in the outcome of the requested services.

In addition, CONSULTANT shall provide a brief statement that the consultant firm shall be able to comply with the Conflict of Interest Statement as required below:

**CONSULTANT covenants that CONSULTANT, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONSULTANT under this Agreement. CONSULTANT shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Performance of services under this Agreement by associates or employees of CONSULTANT shall not relieve CONSULTANT from any responsibility under this Agreement.**

At the County's discretion, a potential conflict of interest may be waived or factored into final award decisions and/or a modified scope of work.

### 3.3 Qualifications and Experience:

Summarize the qualifications and relevant experience for the consultant firm and any subconsultants. The following items will be included:

- A. A summary of CONSULTANT's overall capabilities, history, recent and related experience, and expertise. The proposed relationships among all key personnel and support staff that are expected to provide materials engineering and testing services should also be identified. Provide information on the firm's experience related to the requested services. Provide information on the firm's current work load, facilities, resources, and experience that clearly demonstrate its ability to successfully complete the requested services within the typical time constraints stated.
- B. A resume for each of the proposed key personnel focusing on relevant experience and the assigned function of each key person. Provide information related to the requested services. Similar information is required for each subconsultant utilized, if any, and the approximate percentage of their contribution. The proposal should include a statement describing the firm's commitment of the individuals proposed to perform the requested services.
- C. A list of similar on-call reference projects or contracts that the proposed key personnel have completed or performed work under in the **last three years**. The projects/contracts listed should be similar or the same as the requested services. The reference list should include:
  - Project description and location;
  - Description of services provided;
  - Budget performance and schedule performance;
  - Key personnel involved; and subconsultants employed;
  - Client name, contact person, and current telephone number:(Note: If SJCDPW cannot reach a contact person at the telephone number provided, then the reference will not be considered in the proposal evaluation.)
- D. A description in more technical detail of at least one primary on-call reference project/contract, completed within the **last three years**. The primary reference project/contract should demonstrate working knowledge and experience regarding the requested services. Describe the approach and methodology used, including any equipment or special software. Identify the specific level of work that was performed, services that were completed for a project, and the work products that were produced. Describe any supplemental tasks that were deemed necessary or recommended, which enhanced outcome, reduced cost, or expedited delivery.

Indicate where the work was performed. If the work was shared among firms or different offices, identify the office locations and the work that was performed in each office. Identify the project manager's specific responsibilities. List all subconsultants that provided services to the CONSULTANT and describe the role they performed. Identify who performed quality control and provide a percentage of time that was devoted to this function related to work effort and products. Include the names, addresses, and current telephone numbers of the agency and the name of the key representative assigned to the primary reference project.

- E. Knowledge of Local Conditions and Concerns: San Joaquin County is comprised of varied municipalities, communities, and a significant unincorporated rural area. Community outreach efforts may require participation by agricultural, retail, development, and manufacturing interests as well as homeowners and other residents. Describe the firm's familiarity with the area based on research, work experience, locale, or other factors.

### 3.4 Schedule of Costs and Fees:

SJCDPW will only request a Schedule of Costs and Fees from CONSULTANT selected to the on call list. The Schedule of Costs and Fees should follow the format provided in Exhibit "B". The Schedule of Cost and Fees shall also be required for all proposed subconsultants in the required format. It will include current fee schedules, personnel wage rate sheets and other costs. CONSULTANT shall provide specific hourly rates for each class of employee, specialist, and/or subconsultant. Such specific rates of compensation are to include an hourly breakdown, direct salary costs, salary additives, indirect costs, and fixed-fee or profit. Other direct costs should be set forth as independent cost items. The Schedule of Costs and Fees shall include a separate itemization of any additional costs, such as mileage, printing, postage, and other reimbursable expenses. Please note that fixed unit pricing and the not-to-exceed amount will be established for each specific project assignment.

## 4.0 **SOQ SUBMISSION PROCEDURES AND REQUIREMENTS**

- 4.1 SJCDPW reserves the right to reject any and all SOQs, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of SJCDPW. Rejection of any SOQ will be devoid of any criticism and of any implication that the qualifications or the proposals were deficient.
- 4.2 CONSULTANT will have the options of submitting proposals via hard copy **OR** through: <https://www.bidexpress.com>. Costs for developing SOQs are entirely the responsibility of the CONSULTANT and shall not be chargeable in any way to SJCDPW. All materials submitted become the property of SJCDPW and may be returned only at SJCDPW's option.
- 4.3 **One (1) original hard copy and one (1) electronic copy in Portable Electronic Format (PDF)** of the Statement of Qualifications, signed by an authorized representative to:

Nhan Tran  
County of San Joaquin  
Department of Public Works  
1810 East Hazelton Avenue  
Stockton, California 95205

Label the envelope or box containing the SOQ in the lower left corner as follows:

On-Call Materials Engineering and Testing Services SOQ  
Name of Submitting Firm  
OPEN BY SJCDPW CONSULTANT SOLICITATION STAFF ONLY

The SOQ must be delivered and received by SJCDPW no later than **4:00 p.m. on Friday, March 31, 2023**. SOQs delivered after this time will be rejected and returned to the proposer unopened.

**\*CAUTION:** SJDPW'S lobby is closed to the public on Friday from 12:00 – 5:00 pm.

**BIDEXPRESS SUBMITTAL:**

CONSULTANT could submit proposals at <https://www.bidexpress.com> . One (1) electronic proposal, electronically signed by an authorized representative, shall be submitted on or before **4:00 pm on Friday, March 31, 2023**. **CAUTION:** There is a process for first time user to register at <https://www.bidexpress.com> .

**5.0 SOQ TECHNICAL QUESTIONS**

- 5.1 General questions regarding the selection process may be directed to Nhan Tran, Management Analyst II at the telephone number (209) 953-7452 or [ntran@sigov.org](mailto:ntran@sigov.org)
- 5.2 Technical questions regarding the requested services must be submitted in writing and must be received according to the schedule in Section 6.1 Consultant Selection Schedule. Written questions should be of a technical nature to allow for the clarification of the RFQ. Please direct written questions to Nhan Tran, preferably by email: [ntran@sigov.org](mailto:ntran@sigov.org),
- 5.3 No written technical questions regarding this RFQ will be answered after the designated time. Responses to written questions that warrant a clarification of the RFQ will be posted at <https://www.sigov.org/departments/pwk/rfps-and-rfq> as an addendum. Prospective Consultants are encouraged to register at this web page to receive an emailed Notice of Release of Addendum. Information will be provided to registered Prospective Consultants according to the schedule in Section 6.1 Consultant Selection Schedule.

**6.0 CONSULTANT SELECTION PROCESS**

6.1 Consultant Selection Schedule: SJCDPW will follow the consultant selection schedule listed below, but reserves the right to modify the schedule in any manner necessary to best serve the interests of SJCDPW:

Release Request for Qualifications.....	Monday, February 27, 2023
Written Questions Submitted .....	Thursday, March 23, 2023
Release Response to Written Questions .....	Friday, March 24, 2023
Statement of Qualifications Due .....	Friday, March 31, 2023, by 4:00 p.m.
Notification/Scheduling Oral Interviews .....	Friday, April 21, 2023
Consultants Oral Interviews .....	Wednesday, April 26, 2023
Notify Consultants of Ranking.....	Friday, April 28, 2023
Selected CONSULTANT’S Cost & Fees.....	Tuesday, May 3, 2023 by 12:00 pm
Negotiation Meeting.....	Thursday, May 4, 2023
Conclude Negotiations.....	Friday, May 12, 2023

6.2 Qualifications Evaluation: SJCDPW will review the SOQs for completeness, clarity, and content. Each SOQ will be reviewed to determine if it meets the proposal requirements contained in

Section 3.0 “STATEMENT OF QUALIFICATIONS CONTENT REQUIREMENTS.” SJCDPW may reject any SOQ if it is conditional, incomplete or contains irregularities. SJCDPW may waive an immaterial deviation or irregularity in an SOQ submittal without amending the RFQ requirements.

SJCDPW will assemble a selection committee which will evaluate those SOQs that meet the qualification and proposal requirements, and will also select candidate firms for oral presentations and interviews. Reference checks will be conducted by SJCDPW staff according to the schedule in Section 6.1 Consultant Selection Schedule. The evaluation of the written qualifications will be based on the criteria shown in Attachment A. The selection committee may consist of members from the Field Engineering Division and Design Engineering Division of the Department of Public Works.

Aside from the evaluation process described herein, consultants or their representatives are strictly prohibited from attempting to influence the outcome of the selection by contacting selection committee members, elected officials, SJCDPW staff, or other individuals and entities involved in the process of selecting the consultant. Any such attempt to influence selection outside of the proscribed process will be grounds for disqualification.

6.3 Oral Presentation and Interview Selection Process: An oral presentation and interview will be conducted with up to the three (3) highest ranked firms based upon written qualifications and references. SJCDPW may choose to increase or decrease the number of firms interviewed. Those firms invited to interviews will be notified of the dates and times of their interviews. SJCDPW anticipates that oral interviews would be arranged according to the schedule on Section 6.1 Consultant Selection Schedule. Firms will also be notified of additional information, if any, to be submitted at the oral presentation and interview. Failure to appear at the oral presentation and interview will be considered non-responsive and the firm will be eliminated from further consideration. Oral presentations and interviews will be evaluated using the criteria shown in Attachment A.

6.4 Selection Process: SJCDPW has critical project development time frames that must be met. Preference will be given to the engineering consulting firms that demonstrate the availability of key qualified personnel and a commitment to begin work as soon as possible when needed, and will cover all of the needs and requirements of the proposed specific project assignment. Based upon the evaluation of written Statements of Qualifications reference checks and interview/oral presentation, SJCDPW’s selection committee will select one (1) to three (3) CONSULTANTS to be considered the most qualified to provide materials engineering and testing services.

SJCDPW will use the schedule of costs and fees as a starting point to negotiate individual consultant services Purchase Agreements with each selected CONSULTANT. The County’s standard boilerplate Independent Contractor Agreement is shown in EXHIBIT “C”.

6.5 Specific Project Assignments

SJCDPW may select any CONSULTANT on the On-Call list for project assignments based on a range of factors including, but not limited to, the specialized qualifications of key personnel, recent project experience in a specific work area, and the firm’s past performance in provided services to SJCDPW.

At the time of specifying a project assignment, SJCDPW will provide the relevant background information to the selected on-call CONSULTANT. The selected CONSULTANT will prepare and submit to SJCDPW a specific project assignment scope of work, cost proposal, and



schedule. Fixed unit pricing and the not-to-exceed amount will be established for each specific project assignment. The method of payment for each task order will be Actual Cost Plus Fixed Fee. At that time, the selected CONSULTANT will also delineate for SJCDPW any perceived special conditions associated with the specific project assignment. The selected CONSULTANT's scope of work, cost proposal, and schedule will be used as the starting point for negotiating a specific project assignment Purchase Order. If terms to establish a Purchase Order, acceptable to SJCDPW, cannot be reached in a reasonable period of time, then SJCDPW will cease negotiation with the selected CONSULTANT and negotiate with another CONSULTANT from the On-Call list. The compensation discussed with one prospective CONSULTANT will not be disclosed or discussed with another CONSULTANT.

This process will be repeated, if necessary, until a specific project assignment Purchase Order, acceptable to SJCDPW, is negotiated. The Purchase Order will not be in force until it is approved and fully executed by San Joaquin County Purchasing and Support Services. The selected CONSULTANT shall perform services as requested by SJCDPW, only after receipt of a fully executed Purchase Order and SJCDPW has issued a written "Notice to Proceed" for each specific project assignment.

#### **7.0 CONSULTANT ON INACTIVE STATUS OR REMOVING A CONSULTANT**

The criteria in Attachment B will be used to place a materials engineering and testing services firm on inactive status or remove a firm from the "On-Call" List.

*Thank you for your interest in serving the people of San Joaquin County.*

**QUALIFICATIONS EVALUATION WORKSHEET**

CONSULTANT \_\_\_\_\_  
 Subconsultants \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

	a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score
<u>WRITTEN QUALIFICATIONS</u>			
A. CONSULTANT's Overall Capabilities as requested in 3.1 and 3.3.A.	2.00	_____	_____
B. Key Personnel as requested in 3.3.B.	2.00	_____	_____
C. Similar Reference Projects as requested in 3.3.C.	1.00	_____	_____
D. Reference Checks/Primary Reference Project/Contract as requested in 3.3.D.	1.00	_____	_____
E. Knowledge of Local Conditions & Concerns	1.00	_____	_____
<b>SUBTOTAL WRITTEN SCORE (70.0 POINTS MAXIMUM)</b>			_____

ORAL PRESENTATION/INTERVIEW

A. Demonstrated knowledge of required work	1.50	_____	_____
B. Demonstrated course of action to meet goals	0.50	_____	_____
C. Demonstrated sensitivity to local/regional issues	0.50	_____	_____
D. Demonstrated capabilities of firm/subconsultant project team	0.50	_____	_____
<b>SUBTOTAL INTERVIEW SCORE (30.0 POINTS MAXIMUM)</b>			_____

**TOTAL SCORE (WRITTEN + ORAL = 100 POINT MAXIMUM)**

\_\_\_\_\_  
 \_\_\_\_\_

EVALUATOR \_\_\_\_\_ DATE \_\_\_\_\_

**CONSULTANT ON INACTIVE STATUS OR REMOVING A CONSULTANT**

**CONSULTANT ON INACTIVE STATUS:**

1. If a materials engineering and testing services consultant loses their technical expertise and does not replace that expertise within two (2) months, then the consultant will be put on inactive status. Replacement of technical expertise will require written SJCDPW approval to allow the consultant to be reinstated on the “On-Call” List.
2. If a materials engineering and testing services consultant declines a specific project assignment two (2) consecutive times, then the consultant will be put on inactive status. A written request from the inactive consultant, providing appropriate justification, will be required to seek reinstatement on the “On-Call” List. Written SJCDPW approval will be required to allow the consultant to be reinstated on the “On-Call” List.

**REMOVING A CONSULTANT:**

A consultant may be removed from the “On-Call” List for any of the following reasons as determined by SJCDPW:

1. Loss of Technical Expertise - If a consultant loses their technical expertise and has not replaced that expert within three (3) months.
2. Declining work - If a consultant is put on inactive status two (2) times for declining specific project assignments.
3. Responsiveness and accessibility of the Project Manager - If a Project Manager is non-responsive and inaccessible for more than five (5) working days.
4. Poor quality control - If a consultant exhibits poor quality control.
5. Poor work product and/or deliverables - If a consultant produces poor work product and/or deliverables.
6. Late work milestone performance and/or late deliverables - If a consultant fails to meet work milestones and/or deadlines for work product or deliverables.