

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL
6413
CONSTRUCTION AND BUILDING
MATERIALS TESTING
FOR
WASHTENAW COUNTY

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main B-35
Ann Arbor, MI 48104

Robert G. Devault, C.P.M..
Purchasing Manager
(734) 222-6760





WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6413

June 30, 2008

Washtenaw County Purchasing Division on behalf of the Support Services – Infrastructure & Planning is issuing bids for Construction and Building Materials Testing for Washtenaw County.

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48104**

by 2:00 PM on Wednesday July 23, 2008

Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- The envelope must be clearly marked "SEALED RFP # 6413"
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault (734)222-6760 or email devaultb@ewashtenaw.org
- Technical questions may be directed to Jason Fee (734)222-3792 or email feej@ewashtenaw.org or Tammy Richards (734)222-6568 or email richardt@ewashtenaw.org.

Thank you for your interest

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I. PROPOSAL

Definitions: **“County”** is Washtenaw County in Michigan.

“Bidder” an individual or business submitting a bid to Washtenaw County.

Purpose of Proposal:

Washtenaw County Purchasing on behalf of the Support Services - Facilities Management Division is issuing a RFP for Construction and Building Materials Testing throughout the Washtenaw County area for a one year period with an option to renew for an additional one year.

II. PROPOSAL TERMS

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County’s specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. The price quotations stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of Bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided, Deadlines for submission of the RFP’s maybe adjusted to allow for revisions. To be considered, an original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor’s ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

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III. PROPOSAL SPECIFICATIONS

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. State the vendor's qualifications to provide the construction and building materials testing services required by Washtenaw County. Include description of experience in providing the level and type of services specified in attachment A .
- B. List three references from current corporate or government customers purchasing similar services. Include business name, contact name and phone number.
- C. Provide information on how many days or hours notification must be given prior to scheduling a project.
- D. Provide detailed information on the types of Materials Testing Services your agency performs (see Attachment A)
- E. Approved Vendor will be responsible for payment of security screening as determined by the County. Any employee of vendor performing services on or in County property will be subject to an approved criminal background check before entering County facilities.
- F. Review contract provisions and insurance requirements. Note any limitations on providing insurance requirements as outlined in the contract provisions contain in section V.
- G. Provide vendor's compensation requirements.

IV. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Director of Support Services – Project Management Office and/or his designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

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Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection

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Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, **attn: Support Services**, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee,

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commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.48 per hour with benefits or \$12.28 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2009 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

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ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

V. TERMS AND CONDITIONS

Award:

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

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Low Bidder:

A low bidder will be determined by the overall lowest prices.

Term of Bid:

The Bid is for a one (1) year period with the option to renew for an additional year providing both the Contractor and the County agree on the terms.

NO PRICE INCREASES ARE ALLOWED DURING THE FIRST YEAR. For price increases to be considered, information justifying the price increase must be submitted to the Purchasing Division at least **30** days prior to the increase taking effect. This information will be submitted to the Support Services Project Management Office and the Purchasing Division for approval. The Purchasing Division and/or Support Services Infrastructure & Planning will monitor the prices.

VI. PRICING

Vendor is requested to submit a quotation to provide services as they relate to construction and building materials testing. Washtenaw County facilities currently consist of approximately 30 buildings, ranging in age from those recently built to those, which are over 50 years old. Building types range from offices to residential houses.

Through this bid, Washtenaw County is attempting to set up a contract for one year with the option to renew for a second year, with a Contractor for material testing services on an “as needed” basis.

SCOPE OF WORK

The County requires a contractor to provide a full range of construction and building materials testing services. These services will included but not be limited to the items listed in Attachment A. Specify any additional or other services provided with costs associated.

In order to evaluate pricing costs associated, please provided detail explanation on services and pricing for the following sample jobs.

Sample Job A

Perform 10 soil boring, 5 at 20 feet deep and 5 at 30 feet deep with complete lab tests on soil classification, moisture content, unconfined compressive strength. Report including soil description, and groundwater.

Sample Job A Pricing – Include all equipment & Supplies. Separate Sheet may be used.

<u>Description</u> <u>(Technician/Lab/Engineering/Administrative Support)</u>	<u>Hours/Units</u>	<u>Unit Rate</u>	<u>Costs</u>

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Sample Job B

6 sample locations for Dynamic cone penetrometer test for preparation of foundation installation. In a report format including the following: Foundation location, size, description of soil, elevation, DCP test results, bearing pressure. Also provide engineering notes and recommendations.

Sample Job B Pricing- Include all equipment & supplies. Separate Sheet may be used.

Description (Technician/Lab/Engineering/Administrative Support)	Hours/Units	Unit Rate	Costs

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SIGNATURE PAGE

_____ Signature	_____ Company Name		
_____ Print Name	_____ Company Address		
_____ Title	_____ City	_____ St.	_____ Zip
_____ Telephone #	_____ Fax #		
_____ Email Address	_____ PO Email Address		
_____ Federal Tax ID #			

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

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ATTACHMENT A – Services & Pricing

Provide unit pricing list for hourly field testing and all relative staffing based on an hourly unit rate. Please indicate the services in which your agency performs and costs associated:

<u>Construction Testing & Observation Services:</u>	<u>Y/N</u>	<u>Costs</u>
• Foundation Construction	_____	_____
• Earth Retention Systems	_____	_____
• Tieback and Pile Load Testing	_____	_____
• Subgrade Soil/Proofrolling Evaluation	_____	_____
• Soil Compaction Testing	_____	_____
• Cast-In-Place Concrete	_____	_____
• Precast Concrete	_____	_____
• Aggregate Evaluation	_____	_____
• Asphalt	_____	_____
• Masonry	_____	_____
• Structural Steel Site Monitoring	_____	_____
• Structural Steel/Precast Concrete Fabrication Shop	_____	_____
• Fireproofing	_____	_____
• Roofing	_____	_____
• Building Façade/Walls	_____	_____
• Environmental Characterization/Evaluation	_____	_____
• Engineering Consultation	_____	_____
• Expert Witness	_____	_____
• Laboratory Testing	_____	_____
• Facility Condition Assessments	_____	_____
• Materials Evaluations	_____	_____
• Energy (Heat-Loss) Assessments	_____	_____
• Sealants/Waterproofing	_____	_____
• Coatings	_____	_____
• Structural Steel/Welding	_____	_____
• Failure Analysis	_____	_____
• Building Code Consulting	_____	_____
• Expert Witness	_____	_____
• Project Commissioning	_____	_____
• Cost Reduction Analysis	_____	_____
• Soil Boring & Laboratory Testing	_____	_____
• Soil and Aggregate Testing for Concrete, Bituminous, Roofing, etc.	_____	_____
• Strength & Compressibility Testing	_____	_____

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Geotech Services

Y/N

Costs

- Geotechnical Evaluation and soil borings _____
- Foundation Design _____
- Retaining Wall Design _____
- Specialized Embankment Design _____
- Pavement Design _____
- Foundation Installation Monitoring _____
- Specialized Embankment Monitoring _____
- Vibration Consulting _____
- Settlement Evaluation _____
- Laboratory Testing _____