



REQUEST FOR QUALIFICATIONS No. 2829
STORM WATER MANAGEMENT CONSULTANT SERVICES

JULY 20, 2016

City of Lompoc is currently soliciting qualification statements from Professional Engineering firms with experience providing storm water improvements, feasibility for re-engineering drainage basin and additional site structural improvements for the City of Lompoc Landfill.

If you are interested, we will accept submittals until **3:00 pm, August 11, 2016**, Submittals should be addressed and delivered to:

*City of Lompoc Purchasing Division
Lompoc Corporation Yard
Attn: Theresa Hernandez
1300 West Laurel Avenue Bldg 4A, Lompoc, CA 93436*

Responses by Fax or Email will not be accepted.

In order to be sure that you are listed as a "Registered Bidder" and advised of any changes to this solicitation, please complete and fax the "Registered Bidder Information Sheet" to this office today **before** you prepare and send your bid. Not returning the Registered Bidder Information Sheet may be a reason for disqualification.

Late submittals will be returned to the bidder/proposer unopened. The receiving time in the Purchasing Office will be the governing time for acceptability of bid/proposals.

The City of Lompoc reserves the right to cancel this request or reject any and all responses submitted or to waive any minor formalities of this call if the best interest of the City would be served.

A handwritten signature in blue ink, appearing to read "Theresa Hernandez".

Theresa Hernandez
Buyer/Purchasing Assistant

Purchasing Division

1300 West Laurel Avenue, Lompoc CA 93436 • 100 Civic Center Plaza, Lompoc, CA 93436

Phone: (805) 875-8020 • FAX: (805) 735-7628

www.cityoflomdoc.com

I. INVITATION

The City of Lompoc is soliciting statements of qualifications from experienced firms for professional services associated with providing storm water improvements, feasibility for re-engineering drainage basin, and additional site structural improvements for the City of Lompoc Landfill.

Five (5) copies of each Statement of Qualifications (SOQ) shall be submitted **no later than 3:00 p.m. on Thursday, August 11, 2016**, addressed to:

*City of Lompoc Purchasing Division
Lompoc Corporation Yard
Attn: Theresa Hernandez
1300 West Laurel Avenue, Lompoc, CA 93436*

It is the responsibility of the submitter to see that any SOQ submitted shall have sufficient time to be received by the Purchasing Division prior to opening time. **Late SOQs will not be considered.** SOQs will not be accepted by telephone or facsimile machine.

If you have any questions about the SOQ process, contact Ray Ambler at 805-875-8003.

II. SCOPE OF PROFESSIONAL SERVICES

The City is interested in entering into a contract with an Engineering Consultant to complete a comprehensive feasibility study to determine whether and how the residence time in the retention basin can be increased to maximize the settling out of suspended solids in storm water discharges to the retention basin, consistent with the terms of the Industrial General Permit, WDR's, Solid Waste Facility Permit, and associated landfill regulations, including but not limited to the enlargement, reconstruction or relocation of the existing retention basin; the replacement and/or raising of the riser pipe to accommodate the longest retention time/lowest discharge frequency; and a management plan for the scheduled removal of solids from the retention basin to maximize the retention basin's efficiency in removing total suspended solids. The study shall also address the feasibility of additional site structural improvements, in the Western drainage area to slow the velocity of storm flows that are currently eroding the drainage area and contributing suspended solids to the Facility's storm water discharges.

Depending on work performance of the Selected Consulting Engineer on the initial phase of the project, additional project phases may be contracted to complete additional/recommended storm water improvements.

A more detailed scope of work will be coordinated between the City and the selected consultant after the City's review and ranking of the SOQs.

The project will be funded by City of Lompoc Solid Waste Landfill Funds.

For all submittals during the project work, the consultant shall, at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design or drafting whether discovered during or after the completion of the City's review process.

The City shall be the owner of all work produced for this project, and such work shall be provided by the consultant upon the City's request. Deliverables shall include hard copy and Adobe .pdf files for studies, and reports. Final submittals of drawings or plans shall include cadd files in a Microstation compatible format; study, report, and specification submittals shall include complete documents in MS Word format; and cost estimate submittals shall include estimates in MS Excel format. The City will provide for the consultant's use, the City's GIS background cadd files in Microstation or AutoCAD format, and the City's aerial photo files in Mr.Sid format; however, the City makes no guaranty as to the completeness or accuracy of such information. It shall be the responsibility of the proposer to, in the process of work on this project, verify the accuracy and completeness of all information used for work on this project. The City of Lompoc Solid Waste Division anticipates completion of work for this project by September 30, 2016.

III. CONSULTANT'S STATEMENT OF QUALIFICATIONS AND COMPENSATION:

Each firm's response to this request for qualifications should be in the form of a statement of qualifications to perform the professional services listed herein.

All SOQs shall include, as a minimum, the following elements:

1. A cover page including the RFQ title and applicant firm's name.
2. A statement that this RFQ shall be incorporated in its entirety as a part of the Consultant's SOQ.
3. A statement that this RFQ and the Consultant's SOQ will jointly become part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by the Consultant and the City of Lompoc.
4. A statement that the professional services to be provided, and fees therefore, will be in accordance with the City's RFQ, except as otherwise specified in the Consultant's SOQ under the heading "EXCEPTIONS OR ADDITIONS TO THE CITY'S REQUEST FOR QUALIFICATIONS."
5. A single and separate section with the heading "EXCEPTIONS OR ADDITIONS TO THE CITY'S REQUEST FOR QUALIFICATIONS" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this

Request for Qualifications upon which the Consultants SOQ is contingent and which shall take precedent over this RFQ.

6. A Statement of Qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's staff to be assigned to this project; a listing of recent similar projects completed by the Consultant's proposed project staff members, including a description of which staff members performed which tasks; client contact information for each previous project, including the names, titles, addresses, and telephone numbers of the clients or appropriate persons whom the City could contact. If one or more of the Consultant's Staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
7. A statement of sub-consultants qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the clients or appropriate persons whom the City could contact.

The Consultant will not be allowed to change the sub-consultant without written permission from the City.

8. References: Submittals shall include past and present performance information from a minimum of three former clients (preferably government agencies). The performance information included in each reference must be clearly correlated to the requirements of this RFQ. Each reference shall include: a. the agency name, address, email address and telephone number for the current contact person of each referenced client. b. The dates of the work performed for referenced clients. c. A summary of the services performed for the referenced clients, including the time frame for implementation and date delivered.
9. A summary of the consultant's understanding and approach to the project.
10. A description of information and participation the consultant desires from City staff.
11. A Summary of the Scheduling Availability and flexibility of the individual Consultant's staff members proposed to be assigned to the project, including the date on which the consulting team could begin work on the project.
12. Nondiscrimination Statement: A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
13. Insurance Certifications: The selected Consultant will be required to provide for the duration of the project, at its sole cost and expense, the following insurance with an insurer or insurers legally licensed and qualified to conduct insurance business in the State of California and satisfactory to the City. A statement shall be provided that all of the insurance requirements contained herein will be met by the consultant if

selected:

- a. Errors and Omissions Professional Insurance in a minimum amount of \$1,000,000.
- b. Insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services hereunder by the CONSULTANT, its agents, representatives, employees, and sub-consultants.
- c. Coverage shall be at least as broad as:
 - 1). Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
 - 2). Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
 - 3). Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Limits not less than:
 - 1). General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2). Hired and Non-Owned Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3). Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- e. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- f. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1). The City, its officials, officers, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles leased, hired or borrowed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such Service or operations. General liability coverage can be provided in the form of an endorsement to the

Consultant's insurance, or as a separate owner's policy.

- 2). For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, officers, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- g. The terms of the insurance policy or policies issued to provide the above required insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City new evidence of insurance in the amount established.
- h. Insurance shall be placed with insurers with a current A.M. Bests rating of no less than A: VII.
- i. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before Consulting Services commence. The City reserves the right to require at any time complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- j. Consultant shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverage and limits for sub-consultants shall be subject to all the requirements stated herein.

IV. GENERAL CONDITIONS

1. Five copies of each SOQ submitted must be received by the Purchasing Division no later than 3:00 p.m. on the due date shown on the first page of this RFQ.
2. The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement are, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

3. The consultant agrees that all work shall be performed as approved or authorized by the City, and that the consultant will cooperate and work in accordance with direction received from the City during the project.
4. Pre-contractual expenses are defined as expenses incurred by the Consultant in:
 - a. Preparing the SOQ or Proposal;
 - b. Submitting the SOQ or Proposal to the City;
 - c. Presentation during selection interview;
 - d. Negotiating with the City any matter related to this SOQ or Proposal;
 - e. Any other expenses incurred by the Consultant prior to an executed Agreement

The City shall not, in any event, be liable for any precontractual expenses incurred by the Consultant.

5. The City reserves the right to withdraw this RFQ at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFQ. The City expressly reserves the right to postpone reviewing the SOQs for its own convenience and to reject any and all SOQs responding to this RFQ without indicating any reasons for such rejection(s).
6. The City reserves the right to reject any or all SOQs submitted. The City may deem it necessary to interview applicants, and reserves the right to interview as part of the selection process. Any Contract awarded for these consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.
7. SOQs that fail to provide sufficient information or assurances of performance, or to accurately assess each category of the required services, or to comply with requirements and conditions of the RFQ will not be given further consideration.
8. Any Contract to be awarded as a result of this RFQ will be awarded without discrimination based on race, color, religion, sex, or national origin.
9. The Consultant's SOQ shall be no more than 30 pages, excluding a cover letter of up to two pages, dividers, and certificates. The RFQ will not be counted when included in the SOQ.
10. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
11. The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent contractor. The personnel performing said Engineering Services shall at all times be under the Consultant's

exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said professional services and shall be responsible for all employee reports and obligations, including but not necessarily limited to social security, income tax withholding, unemployment compensation, and Worker's Compensation.

12. After the City's ranking of the SOQs, the consultant with whom the City chooses to enter into a contractual agreement shall submit a proposal including a detailed scope of services, schedule, and a "Not-to-Exceed Fee" estimate, including a breakdown of staff time and billing rates resulting in said estimate. The selected consultant shall submit a statement in the proposal that all charges will be limited to the "Not-to-Exceed Fee," unless the City authorizes additional charges in writing. Payment will be for actual time and materials expended in furnishing authorized professional services up to said "Not-to-Exceed Fee."
8. A copy of the Consultant's hourly rate schedule for all personnel, project costs and services anticipated to be involved in the project, and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of the proposal. All extra work will require prior approval from the City.

V. PAYMENT(S) TO CONSULTANT

1. The City will pay the Consultant for all approved actual time and materials expended in furnishing all authorized and acceptable professional services, up to the limit of the agreed upon "Not-to-Exceed Fee," in accordance with the "Agreement for Professional Consultant Services." If additional services or modifications to the scope of work are necessary during the progress of the project, the City may agree to amend the contract with the consultant by executing an "Amendment to the Agreement" and approving modifications to the "Not-to-Exceed Fee."
2. The payments to the consultant shall be based on progress and completion of each task, which shall be performed and invoiced in the order and manner authorized by the City.
3. Tasks shall include all Professional Consultant Services necessary to complete the work covered by this RFQ, work included in the subsequent proposal submitted by the selected consultant, and work required and authorized by the City.
4. Invoices shall specifically identify man-hours and costs incurred by each task.
5. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, shall be included in the "Not-to Exceed Fee."
6. All expenses including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage and delivery shall have supporting documentation

presented at the time payment is requested.

VI. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, Consultant's Proposal, Consultant's SOQ and City's RFQ.

VII. SELECTION CRITERIA

The SOQs will be rated according to the following criteria.

1. Qualifications (60 points possible total)
 - a. All members of the consultant's proposed team for this project shall be discussed in the SOQ with regard to the role each member will perform for the project, and their qualifications for performing such role. The discussion of each member's qualifications shall include the member's abilities; relevant experience, including recent similar project work; education; and time availability for work on this project for the entire duration of the project.
 - b. Particular detail shall be included to present the relevant expertise of each experienced professional who will lead and oversee each section or task of the work. Additionally, a description shall be included of the level of involvement that each oversight professional on the project team will have in the work; including the estimated percentage of the total project staff time to be spent by the oversight professional, the frequency of the oversight professional's interaction with those team members which they supervise, and the diligence of their supervision and review of subordinates' work. Estimates shall also be included of the percentages of total project staff time to be spent by each other project team member.
2. Understanding of Project (20 points possible total)
 - a. A clear understanding of the project work shall be demonstrated by the SOQ.
3. Schedule Availability and Flexibility (20 points possible total)
 - a. The consultant shall demonstrate the ability to perform all required work within a reasonable project schedule, and the ability to adapt to schedule changes as may be necessary if the City pursues environmental clearances for the project.

After SOQs are received and evaluated, the Consultant may be invited to a selection interview depending on the number and quality of the submittals.

The firm whose submittal is selected by the City will be contacted for the purpose of entering into negotiations with the City for a possible written agreement. Final costs will be determined through negotiations with the firm selected.

There can be no assurance that negotiations will result in a finalized agreement. The City and the respondent will not be obligated in any way unless and until a written agreement is entered into and executed by both parties.

If negotiations with the first-ranked consultant are not successful, negotiations may be initiated with the second-ranked consultant. This procedure may be continued, initiating negotiations with the other ranked consultants in sequence of ranking selected by the City, until a mutually satisfactory agreement has been reached.

Attachment A
Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact person, title, email, telephone and fax number: _____

Proposer, if selected, intends to carry on the business as (check one):

Individual Joint Venture

Partnership

Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

Other (explain): _____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received: 1; 2; 3; 4; 5; 6;

Or, _____ No Addendum/Addenda Were Received (**check and initial**).

PROPOSER'S SIGNATURE

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

Attachment A – Proposer Information continued...

1. If Proposer is **INDIVIDUAL**, sign here

Date: _____
Proposer's Signature

Proposer's typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

Partnership or Joint Venture Name (type or print)

Date: _____
Member of the Partnership or Joint Venture signature

Date: _____
Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

Signature and _____
Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

Corporation Name (type or print)

By: _____ Date: _____

Title: _____



“Registered Bidder Information Sheet”

**Pre-Qualification for Storm Water Management
Consultant Services**

RFQ No. 2829

To stay informed of any changes or modifications to this solicitation, you must complete this form and fax the completed sheet to (805) 735-7628 or email to t_hernandez@ci.lompoc.ca.us

(print or type your information)

Company Name	Signature Of Authorized Representative
Address	Name And Title (Please Print)
City, State And Zip Code	E - Mail Address
Phone Number	Web Page
Fax Number	Date

Purchasing Division

1300 West Laurel Avenue, Lompoc CA 93436 • 100 Civic Center Plaza, Lompoc, CA 93436

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