



**REQUEST FOR QUALIFICATIONS File No 2890  
TO PROVIDE CONSULTING AND ENGINEERING SUPPORT  
SERVICES FOR MEETING THE REQUIREMENTS OF THE  
STATE WATER RESOURCES CONTROL BOARD'S  
INDUSTRIAL GENERAL PERMIT AT THE CITY OF LOMPOC  
LANDFILL**

**RFQ-18-LF-SW-01**

**I. INVITATION**

The City of Lompoc is soliciting statements of qualifications (SOQs) from qualified consultants to provide consulting and engineering support services to meet the requirements of the State Water Resources Control Board's Industrial General Storm Water Permit, at the City of Lompoc Landfill facility, 700 Avalon Street, Lompoc, California. The objective of this project is for a Qualified Industrial Stormwater Professional (QISP) to prepare a Level 2 ERA Technical Report, including evaluation of pollutants generated by landfill operations and background contributions, to assess the facility's storm water issues related to the requirements of the Industrial General Storm Water Permit, to develop a multi-year compliance strategy, Identify, design and locate stormwater improvements (Advanced BMP's, BPCT's) and to develop a new sampling location, and prepare the necessary implementation plans and reporting documents. The Technical Report shall include an Industrial Activity BMP Demonstration, a Non-Industrial Pollutant Source Demonstration (if applicable) and a Natural Background Pollutant Source Demonstration for FE, TSS, and COD, and shall be prepared by the QISP.

Five (5) copies of each Statement of Qualifications shall be submitted **no later than 3:00 p.m. on Thursday, July 20, 2018**, 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 SOQs submitted shall have sufficient time to be received by the Purchasing Division prior to opening time. **Late SOQs may not be considered.** SOQs will not be accepted by telephone or facsimile machine.

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

**II. SCOPE OF PROFESSIONAL SERVICES**

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The City of Lompoc is soliciting statements of qualifications from qualified consultants to provide consulting and engineering support services for meeting the requirements of the State Water Resources Control Board's Industrial General Storm Water Permit (Order No. 2014-0057-DWQ – effective July 15, 2015), at the City of Lompoc Landfill facility at 700 Avalon Street, Lompoc, California.

The objective of this project is for a Qualified Industrial Stormwater Professional (QISP) to prepare a Level 2 ERA Technical Report, including evaluation of pollutants generated by landfill operations and background contributions, to assess the facility's storm water issues related to the requirements of the Industrial General Storm Water Permit, to develop a multi-year compliance strategy, Identify, design and locate stormwater improvements (Advanced BMP's, BPCT's) and to develop a new sampling location, and prepare the necessary implementation plans and reporting documents. The Technical Report shall include an Industrial Activity BMP Demonstration, a Non-Industrial Pollutant Source Demonstration (if applicable) and a Natural Background Pollutant Source Demonstration for FE, TSS, and COD, and shall be prepared by the QISP.

### **Background**

The City of Lompoc Landfill at 700 Avalon Street is regulated under California's Industrial General Permit for Storm Water Discharges associated with Industrial Activities, Order No. 2014-0057-DWQ (NPDES No. CAS000001 issued by the State Water Resources Control Board.

The Landfill faces a difficult stormwater situation due to the nature of the local diatomaceous earth soils, ongoing industrial activities required at a landfill and the size of the facility (115 total acres, with 39 acres permitted for disposal). The watershed above this canyon landfill is approximately 400 acres. The canyon landfill has limited available space for new BMP treatment options and is constrained by the subtitle D footprint within the canyon.

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.

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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 December 31, 2018, with technical report completed prior to September 30, 2018.

### **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 SOQs.
3. A statement that this RFQ and the Consultant's SOQs 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 SOQs 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 SOQs is contingent and which shall take precedent over this RFQ.

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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. A summary of the consultant's understanding and approach to the project.
9. A description of information and participation the consultant desires from City staff.
10. 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.
11. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
12. 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.

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- 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,

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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 Solid Waste Division no later than 4:00 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.

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4. Pre-contractual expenses are defined as expenses incurred by the Consultant in:
  - a. Preparing the SOQs or Proposal;
  - b. Submitting the SOQs or Proposal to the City;
  - c. Presentation during selection interview;
  - d. Negotiating with the City any matter related to this SOQs 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 SOQs 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 SOQs.
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

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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."
13. 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."



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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 SOQs 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 SOQs 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 SOQs.
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.

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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.