



REQUEST OF QUALIFICATIONS
FOR
SOILS INVESTIGATION AND MATERIALS
TESTING

ROQ 10-001

OCTOBER 5, 2009

CITY OF OCALA
ENGINEERING DEPARTMENT
405 S.E. OSCEOLA AVENUE, OCALA, FLORIDA 34471
PHONE: (352) 629-8521
FAX: (352) 629-8242

NOTICE OF REQUEST OF QUALIFICATIONS

Request of Qualifications: 10-001

Consulting Services for: Soils Investigation and Materials Testing

ROQ Due Date: October 26, 2009 at 3:00 p.m.

Location: City of Ocala Engineering Department, Attn: Judy McMinn, Administrative Chief, 405 S.E. Osceola Avenue, Ocala, Florida, 34471.

The City of Ocala Engineering Office, 405 S.E. Osceola Avenue, Ocala, Florida 34471 will receive submittal packages at the specified location until the time and date cited above. Only submittals received by the correct time and date will be recorded.

Consultant is to submit one (1) unbound original of a signed and completed submittal package, and seven (7) copies for evaluation use. Submittals must be submitted in a **sealed** envelope with the Request of Qualifications number and the consultant's name and address clearly indicated on the envelope. All submittal packages must be completed in blue ink or typewritten, with written signature in blue ink returned by the time and date cited above.

Proposers are strongly encouraged to carefully read the entire Request of Qualifications.

Contact: Bruce H. Phillips, P.E., P.L.S., City Engineer at (352) 629-8521 or fax to (352) 629-8242 for technical questions.

CITY OF OCALA

October 5, 2009
Issue Date

Judy McMinn, Administrative Chief
Engineering Department

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REQUEST OF QUALIFICATIONS

ROQ 10-001

SOILS INVESTIGATION AND MATERIALS TESTING

CITY OF OCALA

1. GENERAL INFORMATION

The City of Ocala is requesting submittals from qualified consulting firms in the State of Florida pursuant to *Section 287.055, Florida Statutes*, entitled the "Consultants Competitive Negotiation Act" (CCNA). The City of Ocala requests that qualified consultants submit letters of interest and qualifications for consideration in the selection for specific and continuing consulting services.

The architectural firm selected shall enter into a professional consulting agreement with the City, renewable, if recommended by City staff and approved by City Council, up to a maximum of five (5) years.

- A. The City of Ocala is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered.
- B. The City reserves the right to waive informalities or irregularities in submittals, to reject any and all submittals, or to negotiate further with the firm selected. The Selection Committee will recommend a ranking to City Manager/City Council.
- C. The City reserves the right to continue Professional Services in accordance with *Florida Statutes, Section 287.055 (G)*.

PLEASE NOTE: In accordance with *Florida Statutes, Section 287-132.133 and Section 894.02(4)* the attached Public Entity Crimes form and the Drug Free Workplace Affidavit must be filled out, notarized and returned with your submittal. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction and repair of a public building or public works, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, may not transact business with a public entity in excess of the threshold amount provided in Section 287-017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2. ADDITIONAL CONDITIONS

- A. All materials submitted as response to this ROQ shall become the property of the City of Ocala.

- B. Cost for developing the submittal packages in response to this ROQ is entirely the obligation of the proposer(s) and shall not be chargeable in any manner to the City of Ocala.

3. SCOPE OF WORK

A. Project Area

1. The project area shall consist of the City Wide Planning Area shown on Exhibit A-1.

B. Scope of Services

1. The scope of services shall include the following **TASKS** as directed by the **CITY**.

- a.) Subsurface soil exploration, including drilling and geophysical methods.
- b.) Hydro geologic exploration.
- c.) In-situ testing.
- d.) Soils and materials testing.
- e.) Foundation and pavement design.
- f.) Soil stabilization methods.
- g.) Construction methods and quality control.
- h.) Performance monitoring.
- i.) Surface water and groundwater evaluation.
- j.) Solid waste storage and disposal.
- k.) Landfills.
- l.) Liners and leachate collection systems.
- m.) Landspreading systems.
- n.) Sinkhole investigations and remediation.
- o.) Site evaluation for land development.
- p.) Design involving geotextiles.
- q.) Contamination evaluation.
- r.) Treatment and remediation.
- s.) Contamination assessment reports.
- t.) Phase I and II environmental property assessments.

2. Soils work can be requested by CITY for any project approved by City Council.
3. A detailed scope of work will be outlined for each specific project and an estimated fee established prior to the issuance of a Notice to Proceed.
4. **PROJECTS** expected to be covered under this **AGREEMENT** are as follows:

All Street/Road Projects
All Water and Sewer Projects

Miscellaneous Projects, including:

Soils Investigation for Various Water Retention Areas
Resurfacing and Sidewalk Programs
Soils Testing and Investigation for Sewer Piping and Lift
Stations

4. GENERAL INFORMATION

A selection committee composed of **CITY** personnel will meet within one (1) week of the closing date for receiving proposals. The purpose of the first meeting will be to create a short list of proposals received. The short list will consist of not less than three (3) firms. At that time, dates will be set for conducting interviews with those firms remaining on the short list. Each of these firms will be notified either by mail, fax, email and/or telephone of the interview. Presentation to the selection committee shall be made by the project manager and any others who will be directly involved in the development of this project. The committee shall submit examples of work for review, and an outline of the oral presentation is requested for better consideration of each firm. Seven copies of the proposal are required; submit three (3) references with names, title, address, telephone number, and type of work performed. References should be from recent work performed similar to what is being proposed.

5. JUDGING CRITERIA

The judging criteria for the selection of the firm will be based upon:

- A. Experience of firm in similar type projects.
- B. Experience of project manager with similar type projects.
- C. Review of references.
- D. Quality of presentation both written and oral.
- E. Location of firm and staff.
- F. Approach and methods used by the firm in relation to similar projects.

The selection committee shall rank the firms and the firm getting the most number of first choice selections shall be considered the top candidate. In case of a tie, the firm with the highest cumulative total score shall be ranked first.

6. SUBMITTAL PACKAGE SHALL INCLUDE:

- A. Letter of Interest
- B. Approach to the Project
- C. Consulting Firm's Resume

- D. Resumes of Principles in Firm as well as Employees Pertinent to the Project
- E. Standard Form 330
- F. Copies of State Licenses for Business
- G. Copies of State Licenses for Principles and pertinent employees
- H. Copy of Occupational License
- I. Copy of Current Corporate Certification from State
- J. List of References from similar type projects
- K. Insurance Certificate for General Liability and Professional Liability Insurance
- L. List of Sub-consultants
- M. Copies of Items D through M above for Sub-consultants
- N. Any Additional Information

7. INSURANCE REQUIREMENTS

A. INDEMNIFICATION CLAUSE:

The consultant shall indemnify and hold harmless the City and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the consultant.

B. SAFETY/ENVIRONMENTAL:

The consultant is responsible at all times for precautions to achieve the protection of all persons including employees and property.

The consultant shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, FDEP OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All spills, accidents, injuries or claims or potential claims shall be reported promptly to the City of Ocala and appropriate emergency officials.

C. ADDITIONAL INSURED:

The City of Ocala shall be added to all third party coverage required by and provided for this contract as an "ADDITIONAL INSURED".

D. MISCELLANEOUS PROVISIONS:

1. SEVERABILITY OF INTERESTS:

"The consultant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross liability provision, so that the City of Ocala (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits."

2. INSURANCE REQUIREMENTS:

These insurance requirements shall not relieve or limit the liability of the consultant. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the consultant's interests or liabilities, but are merely minimums." No insurance is provided by the City under this contract to cover the consultant/subconsultants."

3. DUPLICATE COVERAGE:

- a. Insurance required of the consultant or any other insurance of the contractor shall be considered primary and insurance or self-insurance of the City shall be considered excess, as may be applicable to claims against the City which arise out of this contract.
- b. Insurance written on a "Claims Made" form is not acceptable without Risk Management Department consultation.
- c. No work shall be commenced under this contract until the required certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the certificate and shall not resume until new certificate(s) have been provided.

4. DEDUCTIBLES:

The consultant's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. They shall be reduced or eliminated at the option of the City. The consultant is responsible for the amount of any deductible or self-insured retention."

5. CERTIFICATES:

The consultant shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating* of at least B+, showing the City of Ocala as an Additional Insured. The City should be shown as the Certificate Holder, and providing for 30-day cancellation notice.

***Non-rated insurers must be approved by the City Risk Manager.**

E. LIABILITY INSURANCE:

"General liability insurance, with combined single limits of not less than \$200,000 per occurrence* shall be provided and maintained by the consultant. The only aggregate limit acceptable is a "project aggregate" and the certificate must show an appropriate endorsement (ISO CG2501 or equal)".

If the Commercial General Liability form is used:

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverages.

Coverage B - shall include personal injury.

Coverage C - medical payments, is not required.

If the Comprehensive General Liability form is used, it shall include at least:

Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

* Either in a single policy or in a combination of underlying and umbrella on excess policies.

F. BUSINESS AUTO LIABILITY:

Business Auto Liability insurance shall be provided by the consultant with combined single limits of not less than \$200,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

G. WORKERS' COMPENSATION:

The consultant shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$100,000 each accident and \$100,000 each employee \$500,000 policy limit for disease and shall be responsible for ensuring that any subcontractor has statutory coverage. The City need not be named as an Additional Insured, but a "subrogation waiver endorsement is required".

H. ERRORS AND OMISSIONS

The responding consultant will provide proof of Errors and Omissions Insurance, which covers the company and their agents with limits of at least \$1,000,000. This insurance must be written by an insurer who possesses an A.M. Best rating of at least an "A".

I. PROFESSIONAL LIABILITY

Architect/Engineer Professional Liability insurance with an occurrence limit of not less than \$1,000,000 shall be required from the consultant on all contracts for consultant services. It is recognized that this type of insurance is only available on a claims made basis and Additional Insured endorsements are not available. All contracts for such services shall require they the other party maintains this insurance for at least five (5) years beyond the end of the contract.

8. ADDITIONAL CONDITIONS

The Selection Committee reserves the right to reject any and/or all submittals received pursuant to this ROQ as it is determined to be in the best interest of the City.

All materials submitted as response to this ROQ shall become the property of the City of Ocala.

Costs for developing proposals in response to the ROQ are entirely the obligation of the proposer(s) and shall not be chargeable in any manner to the City of Ocala.

The City of Ocala reserves the right to use any and all information presented in any response to the ROQ. Acceptance or rejection of your submittal does not affect this right.

Thank you for your consideration. If you have any questions, please call Bruce H. Phillips, P.E., P.L.S., Assistant City Manager/City Engineer at (352) 629-8521, or write to City of Ocala Engineering Department, 405 S.E. Osceola Avenue, Ocala, Florida 34471.

9. DUE DATE

Proposals shall be received by October 26, 2009 at 3:00 p.m. at the City of Ocala Office of Business & Financial Services/Purchasing Division, Attn: Jane Hurley, Procurement Manager, 151 S.E. Osceola Avenue, 3rd Floor, Ocala, Florida, 34471. Late submittals shall not be accepted.

10. SUBMISSION REQUIREMENTS

To facilitate evaluation of responses, an unbound original and seven (7) copies must be received by the Purchasing Division at the specified time, date, and location cited in the Request of Qualifications. The ROQ shall be signed by a representative who is authorized to contractually bind the vendor.

11. VENDOR REGISTRATION FORM AND W-9

Proposer must submit a completed City of Ocala "Vendor Registration Form" and "Department of the Treasury Internal Revenue Service Form W-9". Forms may be downloaded at www.ocalafl.org/purchasing "Download Vendor Registration Form" link.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or

which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 19 _____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of firm)

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 2008

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

ROQ 10-001

Affidavit Of Compliance

To be submitted with vendor's response

_____ We **DO NOT** take exception to the Proposal Documents/Specifications.

_____ We **TAKE** exception to the Proposal Documents/Specifications as follows:

Company Name _____

ADDENDA

By _____

Bidder acknowledges receipt of the following
addenda:

(Authorized Person's Signature)

Addendum No. _____ Date _____

(Print or type name and title of signer)

Addendum No. _____ Date _____

Company Address _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Telephone Number _____

Toll Free Number _____

FAX: _____

Date _____

CITY OF OCALA, FLORIDA
STATEMENT OF "NO SUBMITTAL"

NOTE: If you do not intend to respond to this Request of Qualifications, please complete and return this form only.

ROQ No. and Title: _____
City of Ocala Office of Business & Financial Services/Purchasing
151 S.E. Osceola Avenue, 3rd Floor, Ocala, Florida, 34471

We the undersigned have declined to submit a proposal on the above noted Request for Qualifications for the following reason(s):

- _____ INSUFFICIENT TIME TO RESPOND TO THE REQUEST.
- _____ WE DO NOT OFFER THIS PRODUCT, SERVICE OR EQUIPMENT.
- _____ OUR SCHEDULE WILL NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ UNABLE TO MEET BOND REQUIREMENTS.
- _____ UNABLE TO MEET INSURANCE REQUIREMENTS.
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- _____ REMOVE US FROM YOUR "BIDDER MAILING LIST."
- _____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____