

**COMMONWEALTH OF VIRGINIA
VIRGINIA PORT AUTHORITY**



REQUEST FOR PROPOSALS #2012-12

FOR

**PROFESSIONAL WATERFRONT STRUCTURAL ENGINEERING
SERVICES FOR**

**NEWPORT NEWS MARINE TERMINAL
NORFOLK INTERNATIONAL TERMINAL
PORTMOUTH MARINE TERMINAL
VIRGINIA INLAND PORT
APM TERMINAL
RICHMOND DEEP WATER TERMINAL**

RFP Issue Date: December 11, 2011

Proposals Due: January 9, 2012

REQUEST FOR PROPOSALS
(RFP)

TRANSMITTAL PAGE

Title: Professional Waterfront Structural Engineering Services
RFP # 2012-12
Issue Date: December 11, 2011
Issuing Agency: Virginia Port Authority

The Virginia Port Authority (VPA) is seeking proposals to obtain a term contract for “as needed” professional waterfront structural engineering services. Services may include engineering investigation, studies, reports and design on a variety of potential projects. The contract term will be one (1) year, with the option to renew on a yearly basis not to exceed an aggregate total of five (5) years.

Electronic proposals will be accepted until 2:00 P.M., local prevailing time, on January 9, 2012. Proposals and all other correspondence, including questions, shall be sent electronically to proposals@portofvirginia.com. All email communications shall contain “RFP 2012-12” in the subject line followed by the offeror’s name. Late proposals will not be considered.

In compliance with this RFP, and with all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish Professional Waterfront Structural Engineering Services to the Virginia Port Authority in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiations.

NAME AND ADDRESS OF FIRM:

BY: _____

(Signature in Ink)

Date: _____

Telephone Number _____

Fax Number _____

Email Address _____

FEI/FIN Number* _____

*The Virginia Port Authority cannot process Vendor payments without this information.

TITLE: _____

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- I. PURPOSE: The purpose and intent of this Request for Proposal (RFP) is to obtain one or more term contracts for “as needed” professional waterfront structural engineering services. Services may include engineering investigation, studies, reports and design on a variety of potential projects.
- II. BACKGROUND: The aim of this RFP is to reduce the cost and time of advertising, shorten the response time, and improve the efficiency and clarity in the production of the contracts for the professional services. This advertisement/selection process may be used to select/award an open-end professional services contract to more than one (1) offeror.
- III. VIRGINIA PORT AUTHORITY’S RIGHT TO ISSUE RFPs AND SERVICE ORDERS: The VPA reserves the right, at its sole discretion, to issue RFPs for similar work and other projects as the need may occur. The VPA also reserves the right to issue service orders to other Term A/Es, based on its sole discretion, in consideration of its evaluation of each A/E’s qualifications, expertise, capabilities, performance record, current workload, location or distance to the project, and other factors as may be pertinent to the particular project.
- IV. SCOPE OF SERVICES: The selected firm shall provide any one or more of the services as described below:
 - A. Evaluation, analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations and shop drawing reviews as necessary. All services must be in accordance with the applicable provisions of the Virginia Port Authority’s Capital Outlay Manual, latest edition.
 - B. Provide services as necessary for, but not limited to, the following areas: above water structural evaluations, underwater structural evaluations, preparation of detailed plans for repair and rehabilitation of evaluated structures, load rating of structures, construction observations, and similar associated work.
 - C. Other types of professional services of a nature consistent with the intent of the Request for Proposal as so directed by the VPA.
 - D. A minimum of one (1) service order will be issued. The VPA does not represent or guarantee any future additional orders.
- V. PROPOSAL REQUIREMENTS:
 - A. Proposals shall be signed by an authorized representative of the firm.
 - B. Proposals should be prepared simply and economically, providing a straight forward, concise description of the firm’s capabilities to satisfy the requirements of the RFP. Proposals shall be single spaced, use a font size not less than 12pt and be limited to a total of twenty (20) pages (not including a copy of this RFP). Emphasis should be on completeness and clarity.
 - C. Electronic versions of proposals will be received until 2:00 p.m., local prevailing time on January 9, 2012 at proposals@portofvirginia.com to the attention of David M. James, Director, Contracts & Real Estate.

D. The following subjects must be covered in the proposal. Offerors should separate the different sections of their proposals with clearly marked tabs for ready reference by the selection committee.

1. Expertise and experience of the firm relative to the scope of work contained in this RFP.
2. Financial responsibility of the firm. The firm shall agree to carry professional liability insurance in an amount not less than 10% of the estimated cost of construction of all VPA projects which the A/E has under contract, but in no event shall the amount of professional liability insurance be less than \$1,000,000. The amount of insurance shall remain in effect throughout the period of responsibility of the project involved in accordance with the statute of limitations or for ten (10) years from the issuance of the Certificate of Completion, whichever is shorter. Liability insurance in excess of the minimum requirement shall be a point of consideration in negotiations between the VPA and the firm.
3. Geographic location of the firm relative to the VPA's location. The firm should include a street address of the office(s) proposed to handle the work.
4. Number and type of recent projects, if any, completed for the VPA.
5. Number, type and value of current projects, if any, undertaken for the Commonwealth of Virginia along with the names of the Agency point of contact for each project.
6. Identification and statement of qualifications of the principal engineer and significant project team members who will be assigned to the project(s) for actual "hands on" work, as well as the principal assigned the project(s) for oversight responsibilities.
7. References for similar type work as requested in this RFP. This section should include recent project information of similar type work completed by the firm along with the name and telephone number of the point of contact for each project. A minimum of five (5) similar projects and references shall be provided
8. Size of the firm relative to the services requested.
9. Current workload and ability to complete project(s) in the required time.
11. Offerors are required to include a SWAM Plan as a part of their proposal (see Attachment A). This SWAM Plan shall include strategies used by the Offeror to ensure SWAM's certified through the Virginia Department of Minority Business Enterprise are given every consideration to be included in their subcontracting plans. This requirement applies to all offerors; even if the offeror is a certified SWAM vendor. A searchable database of certified SWAM businesses is available at www.dmbc.state.va.us
 - a. SWAM procurement plans must include:
 1. Explanation of offeror's strategy used to locate SWAM vendors for subs.
 2. A listing of all SWAM-owned business subcontractors; if any.
 3. The dollar value of each subcontract.
 4. A description of the type of work to be performed under each subcontract.
 5. A telephone number and contact name for each subcontractor.
 - b. Failure by an Offeror to submit a timely SWAM Procurement Plan for subcontractors, when applicable, shall disqualify him/her from receiving the award.
 - c. The Offeror awarded the contract will be required to report SWAM-owned business subcontract results on each invoice.

- d. The winning Offeror awarded the contract shall deliver to the VPA, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract may be withheld until such certification is delivered and, if necessary confirmed by VPA, or other appropriate penalties may be assessed in lieu of withholding such payment.
- e. If the Offeror is unable to obtain SWAM subcontractors, then he/she must provide as a part of their proposal a written explanation describing the attempts made to subcontract to SWAM contractors as well as the name, telephone number of person contacted, the number of days the sub(s) was given in which to respond, and the description of the type of work. SWAM subs must be provided ample time in which to respond to Offeror's request for quotes.

VI. EVALUATION AND AWARD OF CONTRACTS:

A. EVALUATION CRITERIA: Proposals shall be evaluated by the VPA using the following criteria:

- 1. Expertise, experience and qualifications of the firm's personnel in providing services as related to the Scope of Services.
- 2. Geographic location of the firm relative to the project location(s).
- 3. Financial responsibility of the firm.
- 4. Current and projected work load and ability to complete the work in a timely manner.
- 5. Size of the firm relative to the services requested.
- 6. SWAM Participation.

B. AWARD OF CONTRACT: The VPA shall engage in individual discussions and interviews with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract as well as alternate concepts. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. However, the Offerors must, with specificity identify those portions of its proposal which are "proprietary." Offerors may not designate their entire proposal "proprietary" and any attempt to do so may result in rejection of the proposal. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the VPA shall rank, in the order of preference, the interviewed offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the offeror ranked first. If a contract is deemed satisfactory and advantageous to the VPA and can be negotiated at a fair and reasonable fee, the award shall be made to that offeror. If negotiations are not successful, the negotiations shall be formally terminated and the project offered to the next firm for negotiation and possible award of the Contract. Should the VPA determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The VPA reserves the right to award contracts to more than one firm as a result of this solicitation.

VII. FEES:

- A. The fee for services on each “Service Order” shall be negotiated individually on a lump sum basis or hourly “not to exceed” basis considering the Scope of Services required, the man-hours required for each level/discipline and the labor rates agreed upon during the initial negotiations.
- B. The aggregate total of fees for all “service orders” issued during the term of the open-end contract shall not exceed \$500,000 per calendar year.

VIII. CONTRACT TERMS: The term of each Term Contract shall be for one year from the date of the Contract or when the maximum fee total is reached, whichever comes first, unless the Contract is earlier terminated in writing by the VPA. No new service orders may be issued on a Term Contract once the original term of the Contract is reached.

The VPA, at its discretion, may renew the Contract for four (4) additional one-year terms, but not thereafter.

IX. SERVICE ORDERS: Individual service orders or requests for services will be issued in the form of “service orders”. Fee proposals by the firm will be negotiated and awarded on a “lump sum” or “fixed fee” amount for each service order. However, service orders may be used to secure services for investigations or similar work where an estimate of time required cannot reasonably be determined. In such cases, an exception is allowable to use the schedule of man-hour rates with a maximum amount as the basis for the “service order” fee. A Form VPACO-3.1a shall be completed for each service order. The VPACO-3.1a shall show the “cumulative total to date” of service orders awarded to the A/E under the Contract.

X. GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES:

A. VPA CAPITAL OUTLAY MANUAL: This solicitation is subject to the provisions of the VPA Capital Outlay Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety except as amended or superseded herein.

B. MANDATORY USE OF VPA FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal in accordance with requirements stated in Section No. V. of this RFP shall be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the VPA reserves the right to decide on a case by case basis, in its sole discretion, whether or not to reject such proposal as nonresponsive.

C. PRECEDENCE OF TERMS: Except for Paragraphs A,B, and C of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.

D. DEFAULT: In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, the VPA, after due oral or written notice, may procure them from other sources and hold the firm responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies which the VPA may have.

E. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the firm in whole or in part without the written consent of the VPA.

F. ANTITRUST: By entering into a contract, the offeror conveys, sells, assigns and transfers to the VPA all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the VPA, relating to the particular goods or services purchased or acquired by the VPA under said contract.

G. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

H. ANTI-DISCRIMINATION: By submitting their proposals, all offerors certify to the VPA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 11.51 of the Virginia Public Procurement Act which provides:

I. OPERATING AUTHORITY AND CREDENTIALS. Wherever and whenever during the course of performing any work under this Contract, the Contractor will insure that all vehicles utilized to accomplish the terms of the Contract are properly titled, registered, plated and have the required operating authority and credentials in accord with the *Code of Virginia*.

In every contract over \$10,000 the provisions in A. and B. apply:

A. During the performance of this contract, the A/E agrees as follows:

The A/E will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the A/E. The A/E agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The A/E, in all solicitations or advertisements for employees placed by or on behalf of the A/E, will state that such A/E is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The A/E will include the provisions of A above in every subcontract or purchase order of \$10,000 and over, so that provisions will be binding upon each subcontractor or vendor.

I. DEBARMENT STATUS: By submitting their Proposals, all Offerors certify that they are not currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia.

J. APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with

respect thereto shall be brought in the courts of the Commonwealth. The firm shall comply with applicable federal, state and local laws and regulations.

K. QUALIFICATIONS OF OFFERORS: The VPA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to the VPA all such information for this purpose as may be requested. The VPA reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The VPA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the VPA that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

L. DRUG FREE WORKPLACE POLICY STATEMENT: The Offeror acknowledges and certifies that he understands that the following acts by the Offeror, his employees, and/or agents performing services on state property are prohibited:

- A. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- B. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Offeror further acknowledges and certifies that he understands that a violation of these prohibitions constitutes breach of contract and may result in default action being taken by the VPA in addition to any criminal penalties that may result from such conduct.

M. AVAILABILITY OF FUNDS: It is understood and agreed between the parties hereto that the VPA shall be bound hereunder only to the extent that funds are available or may hereafter become available for the purpose of this Agreement.

XI. SPECIAL TERMS AND CONDITIONS:

A. INSURANCE:

- 1. Prior to the start of any work under the contract, the firm shall provide to the VPA Certificates of Insurance forms approved by the Commonwealth of Virginia and maintain such insurance until the completion of all service orders issued under the contract. The minimum limits of liability shall be:

Workers' Compensation – Standard Virginia Workers Compensation Policy

Broad Form Comprehensive General Liability - \$500,000 Combined Single Limit coverage to include:

Premises – Operations; Products/Completed Operations; Contractual; Independent Contractors; Owners and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.);

Automobile Liability - \$500,000 Combined Single Limit

- 2. Professional Liability Coverage (errors and omissions), \$100,000 minimum

B. AUDIT: The firm agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of

Virginia, whichever is sooner. The VPA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- C. TERMINATION OF CONTRACT: The firm or the VPA may terminate this contract on thirty (30) days notice in writing, together with a statement of reasons therefore. Termination by the VPA is subject to hearing before and approval by the General Counsel (or his designee) if such hearing and approval are requested by the Architect/Engineer within fifteen (15) days after receipt of termination notice. Upon such termination, the Architect/Engineer shall be entitled to the compensation accrued to the date of termination.

Any contract cancellation notice shall not relieve the firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation unless the VPA specifies that performance on said service orders currently in progress is terminated.

- D. MODIFICATION OF CONTRACT: The VPA may, upon mutual agreement with the firm, issue written modifications to the scope of services of the service orders issued as a part of this contract, except that no modifications can be made which will result in an increase of the original service order contract price by \$15,000 or a cumulative amount of more than 25%; whichever, is greater without the advance written approval of the General Counsel. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the VPA in accordance with requirements of the Public Procurement Act and the Capital Outlay Manual.

1. The written modification shall stipulate the mutually-agreeable fixed price for the specific addition or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
2. The written modification shall stipulate the number of unit quantities added to/deleted from the contract and multiplied by the unit price or hourly rate which shall be added to or deducted from the contract amount.
3. The written modification shall direct the firm to proceed with the work and to keep, and present in such form as the VPA may direct, a correct account of the cost of the change together with all vouchers and time sheets therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the VPA and the firm and written into the Memorandum of Understanding. Changes using this procedure will usually include a maximum.

- E. OWNERSHIP OF MATERIALS: Ownership of all material and documentation originated and prepared pursuant to the Request for proposal shall belong exclusively to the VPA and is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or other proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or materials to be protected and state the reason why the protection is necessary (Code of Virginia Section 11-52D).

- F. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the VPA. In the event that the firm desires to subcontract some part of the work specified herein, the firm shall furnish the VPA the names, qualifications and experience of their proposed subcontractors. The Offeror shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

Attachment A

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.org (Customer Service).

Bidder/Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a **(check only one below)**:

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: _____ Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

C. Good Faith Effort Indicators by the Bidder/Offeror

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.