



REQUEST FOR PROPOSALS

Professional Engineering Services for Annual Contract for Bridge Inspection Program

RFP #2008-82392-2205

April 8, 2008

City of Newport News

DEPT. OF PURCHASING, OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8721/ Fax: (757) 926-8038

www.nngov.com/purchase

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the proposal.

Scope of Work: To establish an annual agreement for professional services to provide structural inspection of bridges under the City's maintenance responsibility according to the National Bridge Inspection Standards. The contract will be for a period of two (2) years and will be renewable for on additional two-year period.

Proposal Due: April 29, 2008, @ Close of Business (COB)

Contract Officer: _____
Bill Lindsey, CPPO, C.P.M., Procurement Administrator (757) 926-8031

AN ORIGINAL AND SIX (6) COPIES OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

Conditions and Instructions

1. All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the offeror may attach a letter hereto which will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number, date and time.
2. It will be the responsibility of the offeror to see that his proposal is in this office by the specified time and date. Date of postmark will not be considered. Telephone, fax and verbal offers will not be accepted.
3. Prices, if requested, should be stated in units of quantity specified, less federal, state, and local taxes.
4. The offeror certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
5. In event of default by the offeror, the City reserves the right to procure the commodities and/or services from other sources, and hold the offeror liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each Department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
7. The offeror guarantees to save the City, its agents or employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the offeror is not the patentee, assignee, or licensee.
8. All proposals must be signed by a responsible officer or employee of the named firm. Obligations assumed by such signature must be fulfilled.
9. If you do not submit a proposal, return the front signature page and state the reason. Otherwise your name may be removed from our mailing list
10. By signing this proposal, the offeror assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this offer. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
11. Appeals Procedure: Upon request, administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract.

12. Non-Discrimination: During the performance of this contract, the successful bidder agrees as follows:

- a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- c. 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.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

This public body does not discriminate against faith-based organizations

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

13. Direct contact with City Department other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative.
14. Assignment of Contract: A contract shall not be assignable by the Offeror in whole or in part without the written consent of the City of Newport News.
15. Applicable Law and Courts: Any purchase order/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 Offeror shall comply with applicable federal, state and local laws and regulations. These Conditions and Instructions shall be applicable to the extent that they are non-contradictory to the proposal terms and/or instructions on the following pages. **The contractor certifies that he does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.**

Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

16. If City Hall is closed for business at the time scheduled for the proposal opening, sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.
17. If you have obtained this bid document from our home page or from a source other than directly from the City of Newport News or from demandstar.com, you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with our office prior to submitting your bid to ensure that you have a complete, up-to-date package.

The original copy maintained at our offices, in the bid/proposal file folder, shall be considered the official copy. In the case of any inconsistency between bid/proposal documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the offeror, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the offeror may be cause to disqualify your bid/proposal.

It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. The Offeror is requested indicate how such businesses shall be utilized in the performance of this contract.

RFP 2008-82392-2205

Since it is the intent of the City to promote small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE), you are **requested** to report the percentage of dollars which will be **sub-contracted** to each of the business classifications pertaining to this contract. If you should sub-contract with SBE's, MBE's and WBE's, list the dollar figures separately for each general classification.

This will enable the City to track the amount of business the City does with small, minority and women-owned businesses. Without your cooperation it would be very difficult to fully understand the City's performance in this important segment of the market. Indicate your figures below and return this form to the Purchasing Department **with your proposal package.**

If you are not subcontracting, even if you are a S/M/WBE, put zeros in the spaces below.

% of SBE Dollars to be Sub-contracted %_____

% of MBE Dollars to be Sub-contracted %_____

% of WBE Dollars to be Sub-contracted %_____

SCOPE OF WORK

The City of Newport News is interested in receiving proposals for structural inspection of bridges for which the City has maintenance responsibility according to National Bridge Inspection Standards (NBIS). Attached is a listing of the structures to be inspected. The contract will be for a period of two (2) years and will be renewable for one additional two-year period.

The Basic Services for the agreement will be to:

1. Conduct a visual structural inspection of each bridge. The inspections shall be conducted and recorded in accordance with Federal and State requirements for bridge inspections.

2. Submit to the City four (4) complete copies of each inspection report. Two (2) copies shall contain actual photographs and two (2) copies shall contain copies of photographs. Each inspection report shall consist of the following standard Virginia Department of Transportation (VDOT) forms:

- A. Supplemental Bridge Report - Form B-6
- B. Bridge Inspection Report - Form B-7

The nature of bridge maintenance and inspection work is such that the City may require engineering services supplemented to the Basic Services. These services may include but not be limited to those of the following types:

1. Analytical calculations to determine the load capacity of structural elements.
2. Geotechnical and underwater investigation.
3. Plans and specifications for detailed repair procedures.
4. Cost estimates and programs.
5. Revision (update) of SIA sheets.
6. Inspection of replacement structures and those structures newly added to the list of bridges requiring inspection.
7. Consultation.

SUBMITTAL REQUIREMENTS

In order to be considered responsive to this Request for Proposals, all prospective consultants shall be required to submit six (6) bound proposal packages with each contain the following:

1. Description of the firm and statement of qualifications.
2. Names, qualifications and experience of the inspection team that will perform the inspections along with names, qualifications and experience of office staff that will be involved in the inspections.
3. Associated firms along with a description of their work involvement and estimated contract percentage.

4. References including names and telephone numbers of existing or previous clients (within the past three years) that are familiar with the firm as it relates to bridge inspection or design.

EVALUATION CRITERION - Listed in the **Order of Importance**

1. Experience and qualifications specific to the team in performing structure inspections in accordance with NBIS.
2. General understanding of the project, project approach and demonstrated capabilities to achieving a cost effective project that meets all project goals and requirements.
3. References.
4. Location of firm as it relates to the ability of key project personnel to visit the project site immediately as may be requested by the City.
5. Completeness of proposal.

EVALUATION PROCEDURES

Proposals will be evaluated and interviews scheduled with selected firms in accordance with the “professional services” method of selection outlined in the Code of Newport News, Virginia Section 2-570-1.

AWARD

Award will be made in accordance with Code of Newport News, Virginia Section 2-570, Award. Award shall be made to the responsible offeror whose proposal is determined in writing to be the more advantageous to the city, taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City. The award shall be based on the evaluation of all information as the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of Award may also appear on the purchasing website: www.nngov.com/purchase.

CANCELLATION

The City may terminate this contract at any time without cause, in whole or in part, upon giving the Consultant a thirty (30) day written notice. Upon such cancellation, the Consultant shall immediately cease services. The City shall be liable only to the extent the work already performed and is found useful in completing the design with in-house staff or by another Consultant.

Should services be unsatisfactory or untimely, the City shall have the right to cancel the services immediately with a written notice that identifies the failure to the Consultant. Cancellation shall not release the OFFEROR from legal remedies available to the City.

QUESTIONS

Questions regarding this RFP, should be directed to the Department of Purchasing, Bill Lindsey, CPPO, C.P.M., Procurement Administrator by facsimile, (757) 926-8038 or email: blindsey@nngov.com *not less than five (5) business days* prior to the proposal due date.

DIRECT CONTACT

Direct contact with any City employee, without the expressed permission of the Director of Purchasing or designated representative, on the subject of this proposal, is strictly forbidden. Violation of this paragraph may result in disqualification of your proposal.

DEBRIEFING

The City Code requires that in the RFP process all information as to persons or firms making offers or the contents of any offers is kept confidential. This information can only be given out after an award or decision to award has been made.

After an award is made, or the decision to make an award is made, the file is available in the purchasing department for public review. Request a review time during normal business hours, 8 – 5, Mon-Fri.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

TRADE SECRETS / PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code). Please mark One:

☐ **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

☐ **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

***REFERENCES**

Please provide a minimum of 3 similar projects your firm has successfully completed within the past 5 years.

NAME AND ADDRESS OF CONTRACTING ENTITY

1. _____

2. _____

3. _____

Please provide the principal client and phone number for each of the projects listed above.

1. _____ Phone #: _____
2. _____ Phone #: _____
3. _____ Phone #: _____

**** The City reserves the right to ask for additional information.***

BRIDGES

<u>Number</u>	<u>Name</u>	<u>Inspection Frequency</u>	<u>Inspection Date</u>
1814	Rte. 105 over C&O Railway	2 Year	May 10
1815	Rte. 312 over C&O Railway (SBL)	2 Year	Aug 08
1833	Rte. 312 over C&O Railway (NBL)	2 Year	Aug 08
1819	Rte. 17 over C&O Railway (NBL)	2 Year	Feb 09
1820	Rte. 17 over C&O Railway (SBL)	2 Year	Feb 09
8003	Old Courthouse Way over Stoney Run	2 Year	July 09
8012	Railroad over Harbor Access Road (Abutments Inc)	2 Year	Nov 09
8010	Huntington Avenue over 40 th Street	2 Year	Feb 09
8009	Washington Avenue over 40 th Street	1 Year	Sep 08
1806	Warwick Boulevard over Lake Maury	1 Year	Feb 09
8004	Lucas Creek Road over Lucas Creek	2 Year	Apr 09
8016	Oyster Point Road over C&O Railway	2 Year	Aug 08
1821	Rte. 17 (NBL) over Rte. 60	2 Year	Feb 09
1822	Rte. 17 (SBL) over Rte. 60	2 Year	Feb 09
1817	39 th Street over C&O, NNSDD	2 Year	July 09
1881	Rte. 60 (EBL) over Underpass Ramp	2 Year	July 09
1880	Rte. 60 (EBL) over Rte. 105	2 Year	Aug 09
1816	39 th Street over Rte. 143	2 Year	July 09
1824	16 th Street over Salter's Creek	2 Year	Aug 09
1812	Warwick Boulevard (WBL) over Rte. 105	2 Year	Aug 09
1813	Rte. 105 over N. N. Reservoir	2 Year	Nov 09
8017	Bland Boulevard over I-64 & CSX	2 Year	Dec 09
8020	Beechmont Drive over Stoney Run	2 Year	Aug 08
8021	20 th Street over Salter's Creek	2 Year	July 08
8022	25 th Street over Salter's Creek	2 Year	July 08
8023	H. R. Parkway over Newmarket Xreek	2 Year	July 08
8024	H. R. Parkway over Newmarket Xreek	2 Year	July 08
8025	Shellabarger Drive over Warwick River	2 Year	July 09
	* Greenlawn Cemetery Bridge at 28 th Street	2 Year	Sep 09
	* Rte. 143 at Newport News Park	2 Year	Aug 08
	*James River Pier	6 Mo.	Jan 09
	*Pedestrian Bridge at Carver Elementary School	2 Year	Oct 09
	*Pedestrian Bridge at Huntington Park	2 Year	Jan 09

*Structure does not require inspection according to the State