



## REQUEST FOR PROPOSALS

### Geotechnical Engineering Services

RFP #2009-2939-2205

October 8, 2008

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8031/ Fax: (757) 926-8038

[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

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 a multi-term contract(s) with a qualified consultant(s) for various geotechnical engineering services to assist the City of Newport News, on an as needed basis.

**Proposal Due:** **October 31, 2008, @ Close of Business (COB)**

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

**AN ORIGINAL AND EIGHT (8) 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 that 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 shall not during the performance of the contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.

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.

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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      % \_\_\_\_\_

## GEOTECHNICAL ENGINEERING SERVICES

### SCOPE OF SERVICES:

The City of Newport News seeks expressions of interest and qualifications for an annual contract to provide Geotechnical Engineering Services that may include but not be limited to site investigations, subsurface exploration, materials testing, pavement and foundation design, inspections or other related services required for design and construction of various civil engineering projects. It is the intent of the City to award services for an initial period from the date of award to June 30, 2009, with an option to renew on an annual basis for up to three (3) additional one (1) year periods as deemed in the best interest of the City. In case the City elects to exercise the option to renew the contract(s), the consultant(s) performance in the new term will indicate its acceptance of the renewal.

The annual service contact shall not guarantee the successful consultant(s) of a specified dollar value of work or limit the City's right to seek proposals and award other geotechnical engineering services to consultants other than the selected for this annual services contract. The City reserves the right to make multiple awards from this solicitation and/or utilize provider for Geotechnical Engineering Services.

Services requested from the provider will be based on project specific requirements and fees will be negotiated in accordance with a fee schedule to be submitted and approved by the City upon initiation of the contract. The fee schedule shall detail rates for various activities and shall remain in effect for the initial year of the contract. Rate increases for any renewal period shall not exceed 5%.

The services to be provided generally consist of those common to geotechnical engineering and will likely include but not be limited to such services as soil boring (deep and shallow), soil sampling, testing and classification; subsurface exploration, boring logs, pavement and foundation design; road subgrade stabilization recommendations, utility trench excavation, dewatering and backfill requirements, and any other related geotechnical services deemed necessary by the City for the design and construction phases of specific projects. All work shall be performed under the guidance and supervision of a Professional Engineer specializing in Geotechnical engineering and registered in the Commonwealth of Virginia.

The City shall advise the provider of the need for services and shall furnish details of the project for which services are being solicited. The provider shall consult with the City on the geotechnical requirements of the project and using sound engineering judgment make recommendations for a proposed scope of work. The providers' proposal shall also include a detailed fee for services using rates established in the approved fee schedule along with a schedule for completing the services.

### SUBMITTAL REQUIREMENTS

*One (1)* original and *eight (8)* complete copies of the following shall be included in the proposal package to be considered responsive to the Request for Proposals (RFP). **Should the Offeror fail to provide adequate or complete documentation, as determined by the selection committee, the Offeror's proposal may be eliminated from further consideration.**

1. Description of the firm, and a statement of qualifications including an organizational chart. Provide supporting documentation relative to the firm's experience accomplishing work described in the Scope of Services.

2. Names and qualifications of personnel likely to be assigned project tasks under this contract.
3. Names and qualifications of other consultants or subcontractors who may be utilized to accomplish project scope of services, such as a licensed Structural Engineer.
4. References for other annual geotechnical service contracts held by the provider.
5. A description of the firm's ability to respond to requests in a timely and/or rapid manner.

**EVALUATION CRITERIA (Each will be considered equally in evaluating the proposal)**

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria:

1. Experience and Qualifications of the personnel likely to be assigned project related tasks. Include the number of licensed professional staff.
2. Capability and Skill – qualifications and experience of the firm and the demonstrated competence to provide the required services.
3. Proximity and Understanding – demonstrated understanding of the scope of services and familiarity with the City. Discuss the firm's corresponding adaptability and availability to respond to work requests in a timely and/or rapid manner.
4. Acceptable references.
5. Completeness of the 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/purchasing](http://www.nngov.com/purchasing).

### **CONTRACT PERIOD**

The initial contract period will be from the date of award thru June 30, 2009, with the option to renew, at the City's discretion, for three (3) successive (1) year periods. Written notice of intent to renew may not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

### **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 is found useful in completing the CAP 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, and appointment requests to view the current Plan 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](mailto:blindsey@nngov.com) *not less than five (5) business days* prior to the proposal due date.

### **DIRECT CONTACT**

Direct contact with any City employee, including the Department of Engineering, without the expressed permission of the Director of Purchasing or his 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.**

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