



REQUEST FOR PROPOSALS

A/E Services to Design Mariners' Museum Multi-purpose Trail

RFP #2009-6754-0905

June 17, 2009

City of Newport News
DEPT OF PURCHASING, OFFICE OF THE PURCHASING DIRECTOR
2400 Washington Avenue
Newport News, VA 23607

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 contract with a qualified planning and engineering firm to design the Mariners' Museum Multi-purpose Trail in the City of Newport News.

Proposal Due: July 15, 2009 @ Close of Business (COB)

Contract Officer: _____
Ayana Fields, Buyer II, afields@nngov.com

AN ORIGINAL AND EIGHT (8) COPIES OF YOUR SUBMITTAL ARE REQUESTED

The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this solicitation, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

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.

Disadvantaged Business Enterprise Participation

It is the policy of the City of Newport News and the Virginia Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of federally funded consultant contracts. A list of Virginia Department of Minority Business Enterprise certified DBE firms is maintained on their web site (<http://www.dmb.state.va.us/>) under the **DBE Directory of Certified Vendors**. Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE have the maximum opportunity to compete for and perform services on the contract. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE as potential subconsultants. The consultant is encouraged to contact DBE to solicit their interest, capability and qualifications. Any agreement between a consultant and a DBE whereby the DBE promises not to provide services to other consultants is prohibited. Include the following wording on federally funded projects with DBE goals: The DBE contract goal for this procurement is ___%.] [Include the following wording on federally funded projects without a DBE goal: *The City of Newport News believes that these services support ___% DBE participation.*

In accordance with the Governor's Executive Order No. 33, the City of Newport News also requires a utilization of Small, Women and Minority (SWaM) Businesses to participate in the performance of state funded consultant contracts. A list of Virginia Department of Minority Business Enterprise (DMBE) certified SWaM firms is maintained on the DMBE web site (<http://www.dmb.state.va.us/>) under the **SWaM Vendor Directory** link. Consultants are encouraged to take all necessary and reasonable steps to ensure that SWaM firms have the maximum opportunity to compete for and perform services on the contract. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider SWaM firms as potential subconsultants. The consultant is encouraged to contact SWaM firms to solicit their interest, capability and qualifications. Any agreement between a consultant and a SWaM firm whereby the SWaM firm promises not to provide services to other consultants is prohibited.

If portions of the services are to be subcontracted to a DBE or SWaM, the following needs to be submitted with your EOI and both must reference the project number(s) for the services:

- Written documentation of the prime's commitment to the DBE or SWaM to subcontract a portion of the services, a description of the services to be performed and the percent of participation.
- Written confirmation from the DBE or SWaM that it is participating, including a description of the services to be performed and the percent of participation.

Any DBE or SWaM firm must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If DBE or SWaM is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by DBE or SWaM subconsultants. DBE or SWaM prime consultants are encouraged to make the same outreach efforts as other consultants. DBE or SWaM credit will be awarded only for work actually being performed by them. When a DBE or SWaM prime consultant subcontracts work to another firm, the work counts toward DBE or SWaM goals only if the other firm is itself a DBE or SWaM. A DBE or SWaM prime consultant must perform or exercise responsibility for at least 30% of the total cost of its contract with its own force.

DBE or SWaM certification entitles consultants to participate in VDOT's DBE and SWaM programs. However, this certification does not guarantee that the firm will obtain City of Newport News work nor does it attest to the firm's abilities to perform any particular work.

DESIGN OF MARINERS' MUSEUM MULTI-PURPOSE TRAIL

SCOPE OF SERVICES:

The City of Newport News, Virginia is requesting responses from qualified planning and engineering design firms (RFP) to design the Mariners' Museum Multi-purpose Trail. This project has received funding through the regional Congestion Mitigation and Air Quality (CMAQ) grant from the federal government. The estimated project cost for construction is \$800,000.00.

OVERVIEW

The proposed project area is located on the Mariners' Museum property fronting the Warwick Boulevard (Route 60) corridor. The City of Newport News has secured an easement from the museum to construct the trail. The approximate 1 mile multi-purpose trail would run on the west side of, and parallel to, Warwick Boulevard, along museum property from the entrance to the museum, south to the city sidewalk connection just north of the Harpersville Road intersection with Warwick Boulevard. (see attached map)

The Project objective is to provide a multi-purpose public pedestrian link along Warwick Boulevard and across mariner's Museum property between residential areas and the Avenue of the Arts, the City's cultural corridor. Much of the new trail will be located away from the actual roadway offering the pedestrian and/or bicyclist an opportunity to avoid the noise and traffic of the busy commercial corridor. The trail will also provide access to a crossing that will link the trail to the Riverside Hospital. The project is expected to complement the current widening of Warwick Boulevard and the recently completed new entrance to the Mariners' Museum. The project will provide an enjoyable and safe pedestrian link between the heavily visited Mariners' Museum and the existing sidewalk network near Harpersville Road.

DESIGN OBJECTIVES:

Complete Environmental study required through obtaining NEPA concurrence. A PCE is anticipated to be sufficient.

Complete field survey and sub surface data collection to confirm alignment and sufficiency of right-of-way for design and to define structural support requirements for the bridge and path designs. Field survey shall tie design plans to the City's horizontal and vertical datum.

Design and drafting with standard and specific notes to construct a minimum 10 foot wide multipurpose path from sidewalk at Warwick Boulevard and J. Clyde Morris Boulevard southwest corner to the sidewalk fronting 11141 Warwick Boulevard. The design shall conform to AASHTO, Federal, State and Local standards. The path shall follow the included platted route through the Mariners Museum property, connecting to the sidewalk at each terminus defined above and to the existing Route 60 Bridge over Lake Maury at each end.

Design must include, but is not limited to, provisions addressing complete drainage along and across the path, ADA accessibility, bicycle and pedestrian Federal requirements, lighting, landscaping and street furnishings, etc...

Coordination with utility companies and owners for utility identification and relocation or adjustment as necessary for the completion of the project design and construction cost estimate.

Provide for 30, 60, and 90% design submissions, with the 30 and 60 percent to be provided as high definition PDF drawings delivered electronically, and the 90% to be provided both on bond paper and as a PDF file

Preparation of Engineer's estimate of all materials, labor and equipment required for a complete project to include limits of payment statements for all pay items to be submitted with the 60% and 90% and for inclusion in the contract bid documents.

Provide a design schedule not to exceed 180 days including 30 days time for City and VDOT review for each submission, and linking design task start and completion durations as sequential or concurrent as appropriate. The schedule must provide an alternate provision for the public involvement phase to include time, presentation materials and support for a public meeting if and as required.

The selected consultant will meet with City and Mariners' Museum staff during the project design and construction management phases, if and as needed, to provide technical support and design guidance for the following Issues including but not limited to:

- Location of trail
- Lighting
- Pedestrian and bicycle accommodations
- Design Materials
- Sign Control
- Street Furniture
- Construction schedule
- Landscaping/finished grading

Final design drawings are to be sealed and submitted on Mylar, and as an AutoCAD file(s)

Design will be deemed complete, upon written notification of authorization to advertise the construction project from VDOT and the FHWA.

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. Include the following specialized attributes:

Specialized experience – Bicycle and pedestrian facilities, Environmental and Federal Aid work.

Technical proficiency – Certifications, training, licensure

Record of performance – Previous and similar design projects, budgetary proficiency. Provide evidence of firm's ability to provide timely responses to requests for task order proposals and to provide the resources necessary to meet probable task completion schedules.

Familiarity with area – City standards, area utilities, traffic patterns, etc...

Summary of current workload and resources

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 Professional Engineer.
4. References for other 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 (LISTED IN ORDER OF IMPORTANCE)

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. 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. Current workload and resources
5. Acceptable references.
6. Familiarity with the City and location.

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.nmgov.com/purchasing.

METHOD OF COMPENSATION

The Consultant shall submit monthly invoices for all services rendered based on fixed billable rates. The City shall make monthly payments within thirty (30) days of the City's receipt of the Consultant's invoice, unless the City objects in writing to the invoice within the same thirty (30) day period.

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, Ayana Fields, Buyer II by email: afields@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.**
