

**TOWN OF CAPE CHARLES, VIRGINIA
REQUEST FOR PROPOSALS
SOUTH HARBOR IMPROVEMENTS**

GENERAL INFORMATION

The Town of Cape Charles has developed conceptual plans for a new bulkhead, wave break, commercial fishing boat slips and a loading/unloading area to be located within the south side of the existing deepwater harbor.

The Town has secured grant funds for permitting, design and construction through the Virginia Port Authority (VPA). This agreement specifies that the Town shall, “in accordance with the Virginia Procurement Act, contract with a firm to perform the permitting, engineering, design and plan development necessary to award a contract for construction; and the administration, supervision, and inspection of the construction of the Project through final acceptance.

PROJECT DESCRIPTION

The Town of Cape Charles is seeking Proposals for: Permitting and Engineering Design Services for the Town Harbor “Master Plan”, this includes, but not limited to, design for water and land uses (areas for slips, Buildings, Etc..), recommended phases , and cost analysis. The service also includes, Preparation of Bid Documents, Construction Management, Supervision, and Inspection for the construction of the Cape Charles Southside Wave break (First Phase). The project elements include, approximately 100 linear feet or more of a breakwater system to protect the south side portion of the harbor from wave attack.

SCOPE OF WORK

- A. Provide topographic and hydrographic surveys of the Harbor; locate utilities, and any present landscaping.
- B. Provide geotechnical testing services and report as required for bulkhead, wave break and commercial boat slips.
- C. Provide a recommended Master Plan to guide all phases of construction, including estimated costs.
- D. Preparation of Joint Permit Application (JPA) as required for commercial fishing boat slips and breakwater. Secure all required regulatory permits from jurisdictional agencies, including but not limited to; Virginia Marine Resources Commission (VMRC), U.S. Army Corps of Engineers (USCOE), Virginia Department of Environmental Quality (DEQ), U.S. Coast Guard (USCG) and the Northampton County Wetlands Board.
- E. Develop construction drawings, specifications, quantities of materials, bid documents and assist the Town with the advertisement and selection of qualified contractors for Phase One.
- F. Provide construction administration for phase one and assist with grant administration.

DESCRIPTION OF SERVICES

- A. The firm shall perform professional engineering services. Work shall be performed in accordance with the regulations, laws, ordinances, and requirements of all governmental agencies and authorities that have jurisdiction over design criteria and environmental impacts applicable to the project.
- B. Unless specifically modified the following quantities of engineering documents will be submitted to the Town:

1. Formal Studies and/or Reports: Provide up to ten (10) copies of bound documents.
2. Design Progress Drawings and Specifications: Provide five (5) copies of progress drawings and specifications at pre-determined project milestones.
3. Construction Contract Documents (Final Design Drawings and Project Manual).
 - Provide up to five (5) sets of the final documents to the Town.
 - Provide up to five (5) sets of the final documents to regulatory agencies.
 - Provide up to five (5) sets of the final documents to the Town for prospective bidders, contractors and suppliers.
4. Additional Quantities: Provide copies in excess of those listed above as a reimbursable expense.

PROJECT SCHEDULE

The Survey, Design, and JPA Permit Application Process for the First Phase of the project are to be completed within four months of the Notice to Proceed from the Town. The Master Plan and Construction Drawings, bidding and selection of contractors for the first phase is to be completed within nine months of the Notice to Proceed.

PROJECT BUDGET

The Town has a fixed project budget for fiscal year 2007/2008 in the amount of \$303,190. This is a maximum budget appropriation including construction of the first phase (Wave break), engineering, permitting, inspections, fees, Reimbursements, travel expenses and taxes for the Master Harbor plan. Arrangements for progress payments will be negotiated between the Firm and the Town Project Coordinator prior to the commencement of work.

PROJECT MANAGEMENT

On a day to day basis, the Town Harbor Master will coordinate the flow of information between the Town and the Firm and handle requests for information, data, and meetings.

The Town Project Coordinator will oversee project administration. Invoices or change orders must be directed through him and can be contacted as follows:

Town Project Coordinator
Town of Cape Charles
2 Plum Street
Cape Charles, Virginia 23310

QUALIFICATIONS

A. Any firm who may be considered must possess certain minimum qualifications as described below. It is necessary for firms to have extensive experience in all areas to be selected. Firms shall clearly express their capabilities and areas of expertise in the proposal.

B. The RFP requires responding firms to have in-house land surveying capabilities. Any required hydrographic surveys may be performed by a sub-consultant.

C. The Town shall approve all sub-consultants before a Professional Services Agreement is executed with the firm.

REQUIREMENTS FOR PROPOSALS

All proposals must be received in an appropriately marked and sealed envelope in the Cape Charles Municipal Building, 2 Plum Street, Cape Charles, Virginia, 23310. Submissions are to be submitted to the Town Clerk by 4:00 pm Eastern Daylight Time on **Friday, April 27th, 2007.**

A pre-proposal meeting will be held on **Friday, April 13th, 2007 at 10:00 a.m. at 2 Plum Street, Cape Charles, Virginia 23310**

Each proposal shall be signed by an official authorized to bind the firm and shall contain a statement that the proposal is firm for one hundred twenty (120) days immediately following the date of submission of the sealed proposals. At the end of the 120 day period, the proposal may be withdrawn at the written request of the consultant. If the proposal is not withdrawn, it will remain in effect until an award is made or the solicitation is cancelled.

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the capabilities of their offering.

Each proposal is to contain:

- A. The name of every company bearing an interest in the proposed services;
- B. The name, title, address, and telephone number of individuals with authority to contractually bind the offeror; and
- C. A designated person who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. This information shall include the person's name, title, address, and telephone number.
- D. A brief description of a work program, including methods of analysis and any suggested deviations from the Scope of Work set out in this Request for Proposals.
- E. A schedule of work for each of the major tasks.
- F. A description of the background, related experience, and resumes of each of the members of the Project Team, including information about the professional licenses held by each consultant who will work on the project (maximum of 4 pages per team member).
- G. Names of former clients for whom similar or relevant work has been done and who may be approached for references.

EVALUATION CRITERIA

Proposals will be evaluated based on, but not necessarily limited to, the following criteria:

Criterion	Description	Weight
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Proposal Quality	<ul style="list-style-type: none"> • Evidence of understanding the scope of the project and its goals • Clarity and organization of the work plan and methodology • Completeness of the submission and presentation 	40%
Project Management	<ul style="list-style-type: none"> • Schedule – ability to meet schedules, availability for meetings with staff • Demonstrated direct experience in design and permitting of marine facilities; • Demonstrated success administering similar projects from inception through completion 	30%
Capability/Experience of the Consulting Team	<ul style="list-style-type: none"> • Personnel – key staff qualifications and experience • Demonstration of a proven track record on similar projects. 	30%
Total		100%

EVALUATION OF PROPOSALS

- A. Following evaluation of the proposals by the Selection Committee based on the criteria listed above in this Request for Proposals, the Selection Committee shall interview those firms deemed most fully qualified, responsible, and suitable.
- B. The Selection Committee shall rank those firms whose professional qualifications are deemed most meritorious, on the basis of the evaluation factors listed in this Request for Proposals and all information presented by the firms during the selection process. Negotiations shall then be conducted with the highest-ranking firm and will include a general discussion of the firm's fee schedule for various job classifications, reimbursable expenses, sub-consultant mark-up, and proposed method of escalation of fees and costs for future annual renewal options.
- C. A standard Town of Cape Charles Professional Services Agreement will be executed with the selected firm. Individual work assignments (Task Orders) will be negotiated on a project by project basis.
- D. The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the firm to perform the work and the firm shall furnish the Town all such information and data as may be requested. The Town further reserves the right to reject any proposal if the evidence submitted by, or investigation of, such firm fails to

satisfy the Town that such firm is properly qualified to carry out the obligations of the project.

OWNERSHIP OF DOCUMENTS AND CALCULATIONS

The firm shall provide the Town with original bound copies of documents (including design calculations) suitable for distribution for each Task Order assignment. In addition, all electronic copies of documents shall be provided in a format compatible with the Town's word processing and software. The Town reserves the right to alter the documents and/or specifications for its purposes, but will provide a properly initialed revision block showing Town responsibility for all such changes with language providing that the firm is not liable for any design problems if the Town uses the documents for other purposes. All documents, including computer disks, shall become the property of the Town upon final payment of all fees to the firm as set forth for each Task Order.

LATE SUBMITTAL

It is the responsibility of the firm to ensure the Town Clerk receives the proposal by the specified closing date and time. Proposals will not be accepted after the specified closing date/time.

AWARD

The Town intends to award a contract as soon as practicable after receipt of proposals.

The award of a contract shall be at the sole discretion of the Town. Award will be made to the firm whose proposal is determined to be most advantageous to the Town, taking into consideration the evaluation factors set forth herein. The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities in the process. The Town further reserves the right to make an award of contract without further discussion of the proposals submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the firm can propose with respect to both price and technical capability. The contents of the proposal of the selected firm will become a contractual obligation when the award is made.

Proposals will be initially evaluated on the basis of the written material provided, with clarification as needed through telephone calls to consultants. Based on this initial evaluation, the Town may select a firm whose services most closely meet the Town's needs to make an oral presentation.

The Town reserves the right to modify the scope after reviewing the proposals, and may request such a modified scope for the top proposal(s).

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the Town of Cape Charles. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in "DISCLOSURE" below.

DISCLOSURE

In compliance with the Code of Virginia, trade secrets or proprietary information submitted by a consultant in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable and will be disregarded. A statement that costs are to be protected is unacceptable and will not be honored.

COST INCURRED IN RESPONDING:

This solicitation does not commit the Town of Cape Charles to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, not to procure or contract for services.

PRIME CONSULTANT RESPONSIBILITIES

Consultants may propose services that are provided by others, but any services proposed must meet all the requirements of this RFP.

If the Consultant's proposal includes services provided by others, the Consultant will be required to act as the prime consultant for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Consultant will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

ANTI-COLLUSION STATEMENT:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offers are required to execute and submit the anti-collusion statement. See Attachment 1.

NONDISCRIMINATION

Consultant agrees that it will adhere to the nondiscrimination requirements set forth in Section 54-15 of the Town Code, which will be incorporated into any contract awarded. See Attachment 2.

WORK SPACE AND SUPPLIES

The Town does not anticipate providing any work space or equipment to the firm. Any firm should identify any work space, equipment, or general supplies needed to perform the work related to this RFP in their response.

TERMINATION WITH CAUSE/DEFAULT/CANCELLATION

A. In the event that the selected firm shall for any reason or through any cause is in default of the terms of the contract, the Town may give the firm written notice of such default by certified mail/return receipt requested. Unless otherwise provided, the firm shall have ten

(10) days from the date of such notice is received to cure the default. Upon failure to cure the default, the Town may immediately cancel and terminate the contract as of mailing date of the default notice.

- B. Upon termination, the firm shall cease performance of any further work under the contract and turn over to the Town any work in process for which payment has been made.
- C. In the event of violations of law, safety or health standards and regulations, the contract may be immediately cancelled and terminated by the Town and provisions herein with respect to opportunity to cure default shall not be applicable.

TERMINATION WITHOUT CAUSE

- A. The Town may at any time, and for any reason, terminate the contract by written notice to the firm specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed. Notice shall be given to the firm by certified mail/return receipt requested.
- B. In the event of such termination, the firm shall be paid such amount as shall compensate the firm for work satisfactorily completed and accepted by the Town at the time of termination.
- C. If the Town terminates the contract, the firm shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the Town any work completed or in process for which payment has been made.

CERTIFICATE OF INSURANCE

A certificate of insurance written by a company or companies acceptable to the Town shall be submitted to the Town prior to beginning work under the contract and no later than ten (10) days after the award of the contract. Such insurance shall be maintained during the entire term of the contract and shall be in the forms and limits as shown below:

- A. Workers' Compensation Insurance as required under Va. Code Title 65.2.
- B. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability overages, in an amount not less than one million dollars (\$1,000,000) combined single limits. Such insurance shall name the Town of Cape Charles as an additional insured.
- C. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits.
- D. Professional Liability Insurance in an amount of not less than \$500,000.

PAYMENT SCHEDULE

- A. Payment for services rendered by the firm shall be invoiced monthly.
- B. Payment on invoices shall be Net 30 days after receipt of invoice.

HOLD HARMLESS IDEMNIFICATION

It is understood and agreed that the firm hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the firm, its subcontractors, agents, or employees under or in

connection with the Contract that will implement this RFP. The firm agrees to indemnify and hold harmless the Town and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorneys' fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of, or in connections with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to the contract, and (c) the performance of work by the firm or those for whom the firm is legally liable. Upon written demand by the Town, the firm shall assume and defend at the firm's sole expense any and all such suits or defense of claims made against the Town, its agents, volunteers, servants, employees, or officials.

DISADVANTAGED BUSINESS ENTERPRISES

POLICY STATEMENT

The Town of Cape Charles is committed to fostering the utilization of Disadvantaged Business Enterprises (DBE's) in all its procurement activities. Accordingly, offerors shall make good-faith efforts to ensure that DBE's have the maximum practicable opportunity to compete for subcontract work in connection with this project. For this project, the Town has not established a numerical DBE-participation goal.

While the Town has established no numerical DBE participation goals for this project, the offeror is encouraged to faithfully consider DBE's for all subcontracting opportunities pursuant to the Town's policy.

DBE PROGRAM DEFINITIONS

"Disadvantaged Business Enterprise (DBE)" is a small business concern owned and controlled by socially and economically disadvantaged individuals.

"Socially and Economically Disadvantaged Individuals" are those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, 15 U.S.C. 637(a).

Disadvantaged Individual

Defined as a person who is a citizen or lawful permanent resident of the United States and who is:

"Black American," which includes persons having origins in any of the Black racial groups of Africa;

"Hispanic American," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

"Native American," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

"Asian-Pacific American," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, The Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;

"Asian-Indian American," which includes persons whose origins are from India, Pakistan, and Bangladesh;

"Women," regardless of ethnicity; and

"Other," any other individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

"Small Business Concern," means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, 13 CFR, Part 121, Final Rule dated May 25, 1988.

Owned and Controlled

Defined as a business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any public owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. Contractor's Obligation

3.1 During the term of the contract/purchase order, the contractor shall continue to make good faith efforts to ensure that DBE's committed to in the bid have maximum opportunity to successfully perform in the contract. These efforts shall include but not be limited to the following:

3.1.1 Negotiating in good faith to attempt to finalize and execute a subcontract agreement with the DBE's committed to in the Bid.

3.1.2 Continuing to provide assistance to DBE subcontractors or suppliers in obtaining bonding, lines of credit, etc., if required by the contractor.

3.1.3 Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting Town approval to substitute for the DBE subcontractor.

3.1.4 As with all subcontractors, timely payment of all monies due and owing to DBE subcontractors and suppliers.

3.1.5 Timely submittal of complete and accurate DBE monthly reports in accordance with Article 3.3 below.

3.2 Substitution of Subcontractors -- If a contractor requests a substitution of DBE subcontractors or suppliers, the contractor shall exert good faith efforts to replace a DBE subcontractor with another DBE subcontractor, subject to the approval of the Town.

3.3 Contract Compliance Reporting Requirements -- The contractor shall submit monthly progress reports to the Town, in conformance with the currently approved schedule, reflecting its DBE participation. The Summary Subcontracts Award and Paid Report shall be submitted monthly to comply with this reporting requirement.

3.4 Change in Contract Amount -- The dollar amount of change orders, or any other contract modifications that increase or decrease the work area in which DBE's participation has been committed to in the proposal, shall be commensurately added to, or subtracted from, the total contract base figure used to compute actual dollars paid to DBE's. Revised total contract dollar values shall be reflected in the monthly progress report submitted to the Town and referenced in Section 3.3 above.

4. DBE Certification

4.1 DBE firms need not be certified as of the bid date, but must be certified prior to contract award.

4.2 A current DBE list may be obtained on-line at www.DMBE.state.va.us, or by contacting: Department of Minority Business Enterprise, 200-202 9th Street, 11th Floor, Richmond, Va. 23219 or by calling: (804) 786-8565

QUESTIONS AND ADDENDA:

Questions regarding this RFP may be submitted to Heather Arcos, Purchasing Agent, Town of Cape Charles, 2 Plum Street, Cape Charles, VA. 23310; heather.arcos@capecharles.org; (757) 331-3259 extension 12.

Firms should carefully examine this RFP and any addenda. Firms should seek clarification of any ambiguity, conflict, omission or other error in this RFP in writing. Questions should be addressed to the Purchasing Agent. If the answer materially affects the RFP, the information will be incorporated into an addendum and distributed to consultants. Oral comments do not form a part of this RFP.

Any changes made in this RFP will be posted and distributed to firms of record. Any and all addenda will be dated as of the date of issue, posted and distributed by Fax, e-mail or U.S. mail.

The Town reserves the right to modify the scope after reviewing the proposals, and may request such a modified scope for the top proposal(s).

Submit ten (10) copies of proposals to, Town Clerk, Town of Cape Charles, 2 Plum Street, Cape Charles, Virginia 23310 by April 27, 2007 at 4:00 p.m. Eastern Daylight time.

Attachments

1. Anti-Collusion Statement
2. Nondiscrimination

ATTACHMENT 1

ANTI-COLLUSION STATEMENT

TO ALL OFFERORS: EXECUTE AND SUBMIT WITH YOUR PROPOSAL.

In the preparation and submission of this proposal on behalf of _____ (name of consultant), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq; the Virginia Antitrust Act, Virginia Code Sections 59.1-9.1 through 59.1-9.18, and the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-68.6 through 59.1-68.8.

The undersigned consultant hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and that no person acting for, or employed by, the Town of Cape Charles has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

BY: _____

COMPANY

BUSINESS ADDRESS

DATE

ATTACHMENT 2

NONDISCRIMINATION

Town Code Section 54-15. Antidiscrimination provisions required in certain contracts

In every contract over \$10,000, the contractor must agree not to discriminate on the basis 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 operations of the contractor. The contractor must also agree to include a similar provision in every subcontract or purchase order of over \$10,000 arising out of the contract.