

Request for Qualifications / Request for Proposals



PORT OF MOBILE
ALABAMA PORT AUTHORITY

PROFESSIONAL SERVICE CONTRACT

**HYDROGRAPHIC & LAND SURVEYING
ON-CALL SERVICES**

RFP Number: ASPA-TS-2022-02

September 2022

**Issued By
ENGINEERING DEPARTMENT
ALABAMA STATE PORT AUTHORITY**

**John C. Driscoll, Director & CEO
Kay Ivey, Governor of Alabama**

**Professional Service Contract
Request for Qualifications
Alabama State Port Authority
RFP Number: ASPA-TS-2022-02
HYDROGRAPHIC & LAND SURVEYING ON-CALL SERVICES**

1.0 INTRODUCTION

The Alabama State Port Authority (ASPA) is seeking the services of a professional licensed surveying firm to provide on-call hydrographic survey and land surveying services. These services will include performing hydrographic surveys at Port of Mobile Main Docks Facility, Blakely Facility, McDuffie Terminal, APMT Mobile, Pinto Steel Slab Trans-Shipment Facility, Middle Bay Port and Liquid Bulk Terminal. Services will also include providing topographic surveys, dual frequency hydrographic surveys, boundary surveys, tract legal descriptions, elevation certifications, mapping, aerial/UAV (unmanned aerial vehicle) mapping, photography mapping, and LIDAR mapping. For purposes of this RFQ dual frequency refers to hydrographic surveys at high frequency/200khz and low frequency. To facilitate the review and award, the Request for Qualifications and Request for Proposals is combined into one step, hereinafter referred to as RFP/RFQ.

The Contract will consist of multiple specific task orders issued as the need arises throughout the duration of the Agreement. The Agreement will be treated as a Yearly Service Contract with four (4) possible annual renewals (maximum 5 year total duration). The limiting value for the annual service period will be \$125,000.

2.0 BACKGROUND INFORMATION

2.1 Respondent's Scope of Work

Firms must demonstrate ability to provide dual frequency hydrographic surveys at frequencies to be approved by ASPA. Examples of the potential task orders include but are not limited to:

- Dual Frequency hydrographic surveys in depths up to 60 feet performed in accordance with the USACOE (US Army Corps of Engineers) hydrographic survey methods at the following locations:
 - Main Docks Facility and Blakely Terminal
 - Pinto Terminal
 - APMT Mobile
 - McDuffie Terminal
 - Liquid Bulk Terminal
 - Mobile Middle Bay Port
 - Global Positioning System (GPS) control/location surveys
 - Aerial/UAV, Photography and LIDAR mapping
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- Existing condition surveys of the ASPA’s facilities, including identification of specific conditions to those facilities that may need repair
- Managing a surveying project or task from conception to completion, or any portion thereof, including studies; cost estimating; equipment selection; schedule development and control; preparation of bid packages along with bid evaluation and selection.

2.2 Procurement

ASPA will use a combination one step selection process for this Service Contract.

2.3 Federal and State of Alabama Requirements

- a. U.S. Coast Guard regulation 33 CFR 101.514 designates certain areas of the ASPA as a Restrictive Facility and requires compliance with our Access Policy. Transportation Worker Identification Credential (TWIC) Card, ASPA Badge, and ASPA Vehicle Decals are required for work under this contract. ALL individuals, including operators, supervisors, maintenance personnel, providing fuel, truck drivers, etc., doing any work inside the security perimeter of many of our facilities must have a TWIC Card, ASPA Badge, and an ASPA Vehicle Decal with no exceptions. ASPA’s access policy is provided on the ASPA website at the link below: <https://www.alports.com/port-access/>
- b. Beason-Hammon Alabama Taxpayer & Citizen Protection Act is applicable to any business entity contracting with the Alabama State Port Authority. The following E-Verify website link is provided for convenience: <http://immigration.alabama.gov/eVerify.aspx>

2.4 Schedule

ASPA currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and ASPA reserves the right to modify this schedule as it finds necessary, in its sole discretion.

- Advertise RFP/RFQ: September 9, 2022
 - Deadline for Respondent to submit questions: September 20, 2022
 - ASPA Response to questions: September 23, 2022
 - Deadline for Respondent to submit RFP/RFQ: September 30, 2022
 - Short List Interviews (optional) October 7, 2022
 - Anticipated Contract Award Date: October 28, 2022
 - Year 1 Contract effective Date: November 1, 2022
 - First Year Expiration Date: October 31, 2023
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2.5 ASPA's Point of Contact

ASPA's sole point of contact (POC) for matters related to this RFP/RFQ shall be Pete Olivero. ASPA's POC is the only individual authorized to discuss the RFP/RFQ with any interested parties, including Respondents. All communications with POC about this RFP/RFQ shall be in writing addressed as follows.

Peter Olivero, PE, PLS, Facilities Engineer
Alabama State Port Authority
P.O. Box 1588
Mobile, AL 36633
Phone: 251-441-7533
Email: pete.olivero@alports.com

ASPA disclaims the accuracy of information derived from any source other than POC, and the use of any such information is at the sole risk of the Respondent.

2.6 Acknowledgement of Receipt of RFP/RFQ Revisions, and/or Addenda

Respondent shall provide to ASPA the Acknowledgement of Revisions and/or Addenda set forth as Attachment 2.6, signed by the Respondent's Principal Officer with the submission of the RFP package.

3.0 CONTENTS OF RFP SUBMISSION PACKAGE

3.1 General

The RFP/RFQ phase is intended to enable Respondents to demonstrate their qualifications to perform the multiple hydrographic surveying and land surveying specific tasks, and to enable ASPA to evaluate those qualifications. The Proposal submitted shall consist of two (2) separate components. The first is a Statement of Qualifications and the second is a Financial Proposal.

3.2 Statement of Qualifications

3.2.1 The Respondent shall prepare a Statement of Qualifications document and place it in a separate sealed envelope within the submission package. The SOQ should include specific information that will demonstrate the qualifications and experience required by this RFP/RFQ.

3.2.2 A Letter of Submittal shall be prepared on the Respondent's letterhead and identify the full legal name and address of the Respondent. The Respondent is defined as the legal entity who will execute the Contract with ASPA. The Letter of Submittal must: 1) be signed by an authorized representative of the Respondent's organization; and 2) identify an individual who will serve as the Point of Contact for the Respondent.

3.2.3 The Respondent should provide sufficient information to enable ASPA to understand and evaluate the Respondent's staff and experience. This should include

personnel resumes and relevant projects using the Personnel Resume Form attached hereto as Attachment 3.2.3.

3.2.4 The consultant should demonstrate its ability to respond around the clock throughout the year when services are required. The On-Call contract will require the consultant to be on-site no more than four hours from the time of notification that services are required.

3.3 Financial Proposal

The Respondents shall prepare a fee schedule for the proposed professional services. The fee schedule is to include hourly rates, daily rates, mileage rates, reimbursable expenses, and other costs desired to be billable items. The breakdown shall include all team members and any sub-consultants anticipated to be used. For informational purposes, the mark-up on sub-consultants will be limited to 5%.

One copy of the Financial Proposal shall be placed in a separate sealed envelope within the submission package. Only the firm judged "best qualified" will have their Financial Proposal opened and reviewed. The other firms' Financial Proposals will be returned to them as they were submitted, sealed and unopened. The purpose of the Financial Proposal is to provide the ASPA with a benchmark for the cost of the professional services to be performed.

4.0 RFP SUBMISSION PACKAGE SUBMITTAL REQUIREMENTS

4.1 Due Date, Time and Location

All submissions, including hand-delivered packages, US Postal Service express mail, or private delivery service must be delivered to the following individual at the following address by 5:00 p.m. CDT on September 30, 2022:

Peter Olivero, PE, PLS, Facilities Engineer
Alabama State Port Authority
1400 ASD Boulevard
Administration Building, Suite #216
Mobile, AL 36602

Neither fax nor email submissions will be accepted. Respondents are responsible for effective delivery by the above deadline, and late submissions will be rejected without opening and returned to the sender. ASPA accepts no responsibility for misdirected or lost proposals.

4.2 Format

A sealed parcel containing the Statement of Qualifications and the Financial Proposal envelop shall be submitted on the due date and time. The parcel shall be clearly marked to identify the RFP and to identify the contents.

5.0 QUESTIONS AND CLARIFICATIONS

All questions and requests for clarifications regarding this RFP/RFQ shall be submitted to ASPA's POC in electronic format (submission by email) by the deadline set forth in Section 2.4. No requests for additional information, clarification or any other communication should be directed to any other individual. No oral requests for information will be accepted.

ASPA's responses to questions for clarification shall be in writing, and may be accomplished by an Addendum. ASPA will not be bound by any oral communications, or written interpretations or clarifications that are not issued in writing set forth in an Addendum.

6.0 EVALUATION OF THE RFP SUBMISSION PACKAGE

ASPA will evaluate the submissions by virtue of scoring the Statement of Qualifications package using the rating criteria point system in Attachment 6.0 Sample SOQ Score Sheet. The ASPA Evaluation Committee may select the two (2) highest scoring professional firms for an interview. Those other firms whose Statement of Qualifications scores are not sufficient for the top two ranking will have their Financial Proposals returned.

The two firms "short listed" may be provided an opportunity to present and discuss their "Proposal" with the ASPA Evaluation Committee. This potential interview should not be considered a marketing opportunity but will focus on the team members that will be performing the work for the task orders. Interviews will be limited to thirty (30) minute of question-and-answer discussion.

After selection of the "Most Qualified" Respondent, an initial review, discussion and final negotiation of the Financial Proposal will be conducted. At conclusion, a Refined Financial Proposal will be required to reflect final cost negotiations. Failure to arrive at an acceptable cost for the services will result in rejection of the Proposer and commencement of contract discussion with the next highest ranked Respondent.

7.0 RIGHTS AND OBLIGATIONS OF ASPA

In connection with this procurement, ASPA reserves to itself all rights (which rights shall be exercisable by ASPA in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

- The right to cancel, withdraw, postpone or extend this RFP without incurring any obligations or liabilities.
 - The right to modify all dates set or projected in this RFP.
 - The right to suspend and terminate the procurement process for this RFP at any time.
 - The right to issue addenda, supplements and modifications to this RFP.
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- The right to respond to all, some, or none of the inquiries, questions and/or requests for clarification received relative to this RFP/RFQ.

ASPA assumes no obligations, responsibilities, and liabilities to reimburse all or part of the costs incurred or alleged to have incurred by parties considering a response to and/or responding to the RFP/RFQ. All costs shall be borne solely by each Respondent.

8.0 ADMINISTRATIVE REQUIREMENTS

All Respondents shall comply with the following:

- Requirements for practicing Land Surveying in accordance with the provisions of Alabama Law and the State Board of Licensure for Professional Engineers & Land Surveyors.
- State of Alabama restrictions upon former employees soliciting, performing work and or contracting projects with the State and ASPA.
- Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

ASPA does not discriminate against a Respondent because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

9.0 INSURANCE

The Respondent to whom this contract is awarded will be required to furnish insurance in accordance with Attachment 9.0.

10.0 ATTACHMENTS

The following attachments are specifically made a part of, and incorporated by reference into, this RFP:

- ATTACHMENT 2.6 ACKNOWLEDGEMENT OF REVISIONS
 - ATTACHMENT 3.2.3 PERSONNEL RESUME FORM
 - ATTACHMENT 6.0 SAMPLE SOQ SCORE SHEET
 - ATTACHMENT 9.0 INSURANCE REQUIREMENTS
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PORT OF MOBILE
ALABAMA PORT AUTHORITY

ATTACHMENT 2.6

ALABAMA STATE PORT AUTHORITY

RFP/RFQ NUMBER ASPA-TS-2022-02

HYDROGRAPHIC & LAND SURVEYING ON-CALL SERVICES

ACKNOWLEDGEMENT OF REVISION AND/OR ADDENDA

By signing this Attachment 2.6, the Offeror acknowledges receipt of the following revisions and/or addenda to the RFP for the above designated project which were issued under cover letter(s) of the date(s) shown hereon:

Addendum Number _____ Dated: _____

Signature

Date



PORT OF MOBILE
ALABAMA PORT AUTHORITY

ATTACHMENT 3.2.3

PERSONNEL RESUME FORM

Brief resume for personnel available for this project
a. Name & Title:
b. Task Assignment:
c. Name of Firm with which you are now associated:
d. Years experience: With this firm____ Years With Other Firms____ Years Please list chronologically (most recent experience first) your employment history, position and general experience or fields of practice for the last three (10) years.
Attach additional pages as needed.
e. Education: Name & Location of Institution(s)/Degree(s)/Year/Specialization:
f. Active Registration: Discipline/Registration #:

g. Document the extent and depth of your relevant experience and qualifications. **List at least three (3), but no more than five (5) relevant projects for which you have performed hydrographic surveys or land surveying. For each project:**

1. Note your specific responsibilities and authorities, not those of the firm.
2. Note whether experience is with current firm or with other firm.
3. Provide beginning and end dates for each assignment.

ATTACHMENT 6.0

Sample SOQ Score Sheet

ALTERNATE PROJECT DELIVERY OFFICE

PROJECT: ASPA-TS-2022-02

DESCRIPTION: Professional Services RFP

RESPONDENT: Respondent No. 1

Evaluation Criteria	Maximum Value	Evaluator 1	Evaluator 2	Evaluator 3	Average
1. Knowledge & Experience on the Potential Tasks	200	150	175	150	158
2. Professional Qualifications	175	175	150	150	158
3. Capacity to Perform the Work (Software and equipment)	150	125	125	125	125
4. Past Performance Record	150	25	50	10	28
5. Geographic Location (4 hour response time required)	150	150	125	150	142
6. Knowledge of ASPA Facilities	175	100	90	100	97
	1000			SUM OF AVERAGES	708
				TOTAL SCORE	708

** Evaluation Criteria and maximum value may vary

ATTACHMENT 9.0
ALABAMA STATE PORT AUTHORITY
INSURANCE REQUIREMENTS FOR CONTRACT WORK

NDEMNIFICATION

The Contractor shall assume all liability for and shall indemnify and save harmless the State of Alabama and the Alabama State Port Authority, doing business as Alabama State Docks (ASD), and its officers and employees from all damages and liability for injury to any person or persons, and injury to or destruction of property, including the loss of use thereof, by reason of an accident or occurrence while acting in the course of and within the scope of their project, whether performed by himself or by his subcontractor during the term of the contract, or any extension thereof, and shall also assume the liability for injury and/or damages to adjacent or neighboring property by reason of work done under the contract/project.

INSURANCE REQUIREMENTS

The Contractor shall not commence work under the contract until he has obtained all insurance required under the following paragraphs and until such insurance has been approved by ASD, nor shall the Contractor allow any subcontractor to commence work until all similar applicable insurance has been obtained by the subcontractor or the Contractor has provided coverage for the subcontractor. The Contractor shall provide, at his expense, insurance in accordance with the following:

General Requirements (applicable to all policies)

All policies of insurance must be written with companies acceptable to ASD. The Contractor shall furnish to ASD certificates of insurance, signed by the licensed agent evidencing required coverages. ASD reserves the right to require certified copies of any and all policies. Each policy of insurance shall provide, either in body of the policy or by endorsement, that such policy cannot be substantially altered or cancelled without thirty (30) days' written notice to ASD and to the insured. Except for Workers Compensation, said policies will identify Alabama State Port Authority, its officers, officials, agents, servants and employees as Primary and Non-contributory Additional Insureds in connection with work performed for, on behalf of, or on the property of ASD including a waiver of all rights of subrogation.

Commercial General Liability

The Contractor shall take out and maintain during the life of the contract Commercial General Liability insurance, including Blanket Contractual and Completed Operations coverages, in an amount not less than \$2,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

Automobile Liability

The Contractor shall take out and maintain during the life of the contract Business Automobile Liability insurance covering any auto in an amount not less than \$1,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

Workers Compensation

The Contractor shall take out and maintain during the life of the contract Workers Compensation and Employers Liability insurance providing coverage under the Alabama Workers Compensation Act in an amount not less than that required by Alabama law.

Professional Liability

The Contractor shall take out and maintain during the life of the contract Professional Liability insurance including design with limits not less than \$2,000,000 per occurrence.

Ocean Marine

In the event work involves the use of watercraft in the completion of the contract, the Contractor shall provide Protection and Indemnity coverage, including crew, in an amount not less than \$1,000,000 for each loss.