

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-2024-03

September 2024

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-2024-03
HYDROGRAPHIC & LAND SURVEYING ON-CALL SERVICES**

1.0 INTRODUCTION

The Alabama State Port Authority (ASPA) submits this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQ) and a Fee Proposal from those entities (Respondent) interested in contracting to provide on-call services for the performance of hydrographic surveying and/or land surveying services for ASPA.

Details on the requirements of the Request for Proposals and Qualifications (RFP) and the criteria for selection will be described in more detail in subsequent sections of this document. All respondents must meet all requirements to practice surveying in the State of Alabama. All times noted within this document are local times. Any requests for information must be given in written form. No verbal inquiries will be recognized.

It is anticipated that multiple contracts may be awarded under this solicitation. Respondents are **HIGHLY** encouraged to focus on their strongest capabilities, particularly within their local offices, rather than attempting to present a response that encompasses every expected type of service described in this solicitation.

To facilitate the review and award of a contract, the RFQ and Request for Proposals (RFP) are combined into one step, hereafter referred to as Request for Proposals (RFP). The purpose of this RFP is to solicit information that will enable ASPA to determine which Respondents are best qualified to provide the on-call services.

The Contract(s) will be awarded based on a qualification-based selection criteria for a period of one (1) year, renewable in one (1) year increments up to five (5) years maximum. Annual renewals will be contingent upon mutual agreement of all parties, satisfactory performance and stability of hourly rates. Services will be performed on a time and materials basis under individual task orders on an “as-needed basis” throughout the duration of the Agreement. The aggregate capacity of the contract(s) over the five (5) year term is \$5,000,000.

2.0 BACKGROUND INFORMATION

2.1 Respondent’s Scope of Work

The Alabama State Port Authority (ASPA) intends to procure one or more qualified Surveying firms to support the operational, engineering and construction activities for ASPA. The selected firm(s) will work under an “on-call” contract which will be utilized as

needed. Selection for this contract does not guarantee any minimum services for the selected respondent(s).

Hydrographic surveying and/or land surveying services may be required at the Port of Mobile Main Docks Facility, Blakely Facility, McDuffie Terminal, APMT Mobile, Pinto Steel Slab Trans-Shipment Facility, Middle Bay Port, Liquid Bulk Terminal and other ASPA facilities. Hydrographic surveys may include single frequency, dual frequency, side scan and other hydrographic survey methods. Land surveying services may include topographic surveys, boundary surveys, tract legal descriptions, elevation certifications, mapping, aerial/UAV surveys and photography, LIDAR, and other land surveying methods. 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 ASPA facilities including:
 - Main Docks Facility and Blakely Terminal
 - Pinto Terminal
 - Mobile Container Terminal
 - McDuffie Terminal
 - Liquid Bulk Terminal
 - Mobile Middle Bay Port
- Global Positioning System (GPS) control/location surveys
- Aerial/UAV, Photography and LIDAR mapping
- 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.

Respondents are not required to offer all of the services included in Section 2.1. However, respondents must clearly indicate which types of services they are able to offer to ASPA.

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 Restricted Facility and requires compliance with our Access Policy found in its entirety at <https://www.alports.com/port-access/>. The ASPA Access Policy requires all persons requesting temporary access to these restricted areas to obtain and display an ASPA issued photo ID badge or visitor badge at all times when accessing or working in these areas. In order to obtain an ASPA credential,
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applicants must also obtain a Transportation Worker Identification Credential (TWIC) and undergo mandatory Security Awareness Training. Information on the TWIC can be found at <https://www.tsa.gov/twic>. Information on the Security Awareness Training classes and scheduling can be found at <https://www.alports.com/port-access/>.

- b. Federal Railroad Administration safety requirements of Title 49, Part 214 of the Code of Federal Regulations (CFR) will be applicable when accessing an area within 25 feet of an active track center line. CFR requirements may be found at <https://www.ecfr.gov/current/title-49/subtitle-B/chapter-II/part-214>.
- c. Beason-Hammon Alabama Taxpayer & Citizen Protection Act is applicable to any business entity contracting with the Alabama State Port Authority. The 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 18, 2024
- Deadline for Respondent to submit questions: October 2, 2024
- ASPA Response to questions: October 4, 2024
- Deadline for Respondent to submit RFP/RFQ: October 11, 2024
- Short List Interviews (optional) October 17, 2024
- Notice of Intent to Award Date: October 22, 2024
- Year 1 Contract effective Date (NTP): December 1, 2024
- Year 1 Expiration Date: November 30, 2025

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

Responses to this RFP/RFQ will be used to select one or more firms to provide surveying services as described herein and is intended to enable Respondents to demonstrate their qualifications to perform the multiple hydrographic surveying and/or 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.

Written proposals will be evaluated by a selection committee of Port Authority employees. Members of the selection committee will independently review each of the proposals and score it using the criteria in Attachment 6.0 – SOQ Score Sheet.

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.

Respondents are not required to offer all of the services included in Section 2.1. However, respondents must clearly indicate which types of services they are able to offer to ASPA.

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 or unique company forms containing the same information.

3.2.4 The Respondent should demonstrate the 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 five (5) days from the time of notification that services are required for typical projects. Projects with critical timelines, such as dredging pre and post surveys, will require a shorter mobilization window.

3.3 Financial Proposal

The Respondent 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 Financial Proposals of the firm(s) selected for contract award will be opened and reviewed. The non-selected firms' Financial Proposals will be returned to them as 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 3:00 p.m. CDT on October 11, 2024. Respondents shall furnish three (3) hardcopies and one (1) electronic copy on a USB drive in their submission package.

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

4.2 SOQ Submission Verification (Must be included as last page of submission)

By signature below I verify that I have read and understand this RFP/RFQ, including:

- Willingness to sign ASPA's standard form agreement
- Timely execution of the contract
- Confirmed number of Addenda issued: _____

I hereby submit these qualifications for consideration.

SUBMITTING FIRM NAME: _____

SIGNATURE OF PRINCIPAL: _____

PRINTED NAME OF PRINCIPAL: _____

DATE: _____

4.3 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. 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.

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.

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 SOQ Score Sheet. The ASPA Evaluation Committee may select the highest scoring professional firms for short list interviews.

Short listed firms 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 minute presentation plus thirty (30) minutes of question-and-answer discussion.

The winning respondent(s) will be selected on the basis of demonstrated competence and qualification for the type of services required without regard to fee. After selection of the "Most Qualified" Respondents, an initial review, discussion and final negotiation of the Financial Proposal will be conducted. At conclusion, a Refined Financial Proposal may 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.
- 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.
- 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 Respondents 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 REVISION AND/OR ADDENDA
 - ATTACHMENT 3.2.3 PERSONNEL RESUME FORM
 - ATTACHMENT 6.0 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-2024-03

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: _____

Addendum Number _____ Dated: _____

Addendum Number _____ Dated: _____

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
SOQ SCORE SHEET
ASPA-TS-2024-03**

ON-CALL SERVICES FOR LAND AND HYDROGRAPHIC SURVEYING

CRITERIA	TO BE RATED	Maximum Points	Respondent 1	Respondent 2	Respondent 3	Respondent 4
1. Knowledge & Experience on the Potential Tasks	The firm's knowledge and experience of the various services requested in the RFP.	200				
2. Professional Qualifications	The qualifications of firm members expected to participate in delivery of services offered including relevant experience, technical skills, and professional registration	175				
3. Capacity to Perform the Work	The overall availability and adequacy of equipment, software and staff in both number and quality to perform the services requested	150				
4. Past Performance Record	The past performance of the firm on projects or tasks that are similar to the services requested	150				
5. Geographic Location	The geographic location and Ability for Timely Response of the firm relative to the ASPA facilities in Mobile, Alabama	150				
6. Knowledge of facilities and/or local survey resources	The firm's knowledge of the various facilities, equipment, structures, port operations, local survey resources, data and records	175				
		1000	0	0	0	0
Ranking by Score						

ATTACHMENT 9.0
ALABAMA STATE PORT AUTHORITY
INSURANCE REQUIREMENTS FOR CONTRACT WORK

INDEMNIFICATION

The Contractor shall assume all liability for and shall indemnify and save harmless the State of Alabama and the Alabama State Port Authority, 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 arising from operations under the contract, whether such operations are performed by himself or by any subcontractor or by anyone directly or indirectly employed by either of them occurring on or about the premises, or the ways and means adjacent 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.

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 Alabama State Port Authority, 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 Alabama state port authority. The Contractor shall furnish to Alabama state port authority certificates of insurance, signed by the licensed agent, evidencing required coverages. Alabama state port authority 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 Alabama state port authority 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 Alabama state port authority.**

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 \$3,000,000 for any one occurrence for bodily injury, including death, and property damage liability.

Business 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. Where applicable, Contractor shall take out and maintain during the life of the contract insurance providing coverage as required by Federal statute, including but not limited to U.S. Longshoremen and Harborworkers' Compensation Act (USL&H), Jones Act, and Railroad Federal Employers Liability Act (FELA).

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.