

REQUEST FOR QUALIFICATIONS (POPA# 2019-1)

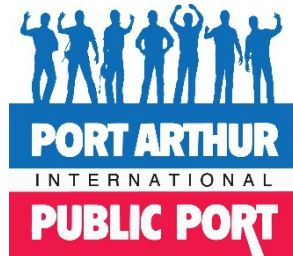
TO PROVIDE PROFESSIONAL RAILROAD ENGINEERING SERVICES

FOR

**DESIGN OF NEW RAILROAD
(EDA AWARD NO. 08-79-05270)**

OCTOBER 2019

**PORT OF PORT ARTHUR NAVIGATION DISTRICT
OF JEFFERSON COUNTY, TEXAS**



REQUEST FOR QUALIFICATIONS (POPA# 2019-1)

**PROFESSIONAL RAILROAD ENGINEERING SERVICES FOR
DESIGN OF NEW RAILROAD
(EDA AWARD NO. 08-79-05270)**

The Port of Port Arthur Navigation District of Jefferson County, Texas (“POPA”, “Port of Port Arthur” or “Port”) is requesting qualification statements for professional engineering services to design a new railroad track and realignment of existing railroad as a part of the Port’s FY2018 EDA Disaster Supplemental Grant as well other potential projects that may be developed by the Port. These projects generally include but are not limited to: Design of a new rail track including subgrade, sub-ballast and rail, re-alignment of existing track, switches, turnouts and drainage beneath the tracks to tie into the existing site storm system. The firm will work directly with the Port’s Director of Engineering.

Qualification statements will be accepted until 9:00 A.M. local prevailing time, on **November 20, 2019**, at the offices of the Port of Port Arthur, 221 Houston Avenue, Post Office Box 1428, Port Arthur, Texas 77641.

A copy of the complete Request for Qualifications may be obtained from the Port of Port Arthur website at <http://portpa.com>, or by emailing a letter of interest which includes reference to the RFQ being requested; company name; mailing address; telephone number and email address of the contact person to :

Ed Long, PE
Director of Engineering
Port of Port Arthur
221 Houston Avenue
Post Office Box 1428
Port Arthur, Texas 77641
Telephone (409)983-2011
EMAIL: ed@portpa.com

TABLE OF CONTENTS

SECTION NO.	DESCRIPTION	PAGE
I	PURPOSE	4
II	BACKGROUND	4
III	SCOPE OF SERVICES	4
IV	SCHEDULE	5
V	SERVICES PROVIDED BY PORT OF PORT ARTHUR	5
VI	QUALIFICATION STATEMENT REQUIREMENTS	5
VII	EVALUATION AND AWARD OF CONTRACT	7
VIII	GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES	7
IX	SPECIAL TERMS AND CONDITIONS	10
Exhibit A	MANDATORY INSURANCE REQUIRMENTS	12

Reference Documents, if any, will be available in PDF format at: <http://www.portpa.com>

I. PURPOSE

The purpose and intent of this Request for Qualifications (RFQ) is to obtain professional engineering services, as necessary, for the design of a new rail track, partial re-alignment of existing rail track, switches and turnouts, and associated subgrade and railbed preparation and drainage.

II. BACKGROUND

The Port of Port Arthur received a FY 2018 EDA Disaster Supplement grant (EDA Award No. 08-79-05270) to construct additional rail and paved storage areas. The overall project includes the construction of a stabilized railroad subgrade, ballasted track construction, underground storm sewer, modifications to existing storm sewer, constructing a stabilized road base and installation of a hot mix asphalt pavement up to and including the rail tracks. It is the intent of this advertisement and selection process to select and award a single professional services contract to one responder, deemed the most qualified to provide such services. The Port also wishes to use this RFQ to use the selected firm for possible use on subsequent rail related projects, as determined by the Port.

III. SCOPE OF SERVICES

The selected firm shall provide professional engineering services to permit the competitive bidding for the construction of the new rail, realignment of existing rail and the subsurface drainage in support of the overall project. Services will include the preparation of plans, specifications, and construction cost estimates, as necessary, for contractors to prepare firm fixed priced bids. The design engineer shall be required to provide specifications to be combined with the standard Port “front end” documents. The design engineer will be required to assist the Port in the in the preparation of the bid form. Engineering services required under this contract are expected to be generally as described below:

- A. **Railway Engineering:** Provide services, as necessary, for the design of railroad features associated with the project. All rail within the project is owned by the Port.
- B. **Contract Administration:** The design engineer will be required to respond to Pre-Bid Questions, review and approve shop drawings and submittals, and respond to Requests for Information (RFIs) during the bidding and construction of this project.

IV. SCHEDULE:

The task schedule for this project is to be as follows:

Receive Design Engineer Qualifications (November 2019)

Review Qualifications and Select Firm for Negotiation (November 2019)

Award Design Contract (November 2019)

Final Design (December 2019)

Deliverables under this contract shall include reproducible hard copy, as well as electronic files (Microsoft Word for text documents and AutoCAD format for drawings) for the final submittal.

V. SERVICES PROVIDED BY PORT OF PORT ARTHUR

- A. POPA intends to expedite the design, bidding and construction of this project. In an effort to move this project forward as quickly as possible, the Port has already begun preliminary work, as necessary, for the design of the project. The selected design engineer will be working closely with the Port's Director of Engineering and to make maximum use of the information to be provided by the Port.
- B. **Inspection & Testing Services:** The Port will provide, through existing or new contracts, on-site inspection and quality assurance testing, during the construction. The Design Engineer will be required to provide periodic on-site inspection sufficient to satisfy the Design Engineer that the rail portion of the project is being completed in general accordance with the plans and specifications and to answer questions regarding construction of the project. The Design Engineer will not be required to provide material testing services.

VI. QUALIFICATION STATEMENT REQUIREMENTS

- A. Qualification Statements shall be signed by an authorized representative of the firm.
- B. Qualification Statements shall be prepared simply and economically, providing straight-forward, concise description of the engineering firm's capabilities to satisfy the requirements of the RFQ. Qualification Statements shall be single spaced, using a font size not less than 12pt and limited to a total of twenty (20) one-sided pages. Emphasis should be on completeness and clarity.

- C. One (1) manually signed original and three (3) copies of the Qualification Statements shall be submitted to POPA. Each copy of the submittal shall be bound in a single volume where practical. All documentation submitted with the Qualification Statements shall be bound in that single volume. Elaborate brochures and other representations, beyond which are sufficient to present a complete and effective Qualification Statements, are neither required nor desired.
- D. The following is the minimum to be considered a complete submittal. The format required for the Qualification Statements to be considered is to be presented and submitted with **TABS AS NOTED BELOW**:
1. **Expertise and Experience:** Describe the overall expertise and experience of the engineering firm relative to the scope of services contained in this RFQ.
 2. **Project Approach:** Provide a project approach describing how the design team will meet the overall objectives of the POPA, provide a quality project and meet the schedule as described above.
 3. **Design Team:** Identify and provide a statement of qualifications of the principal, project manager and significant project team members who will be assigned to the project for actual “hands on” work.
 4. **References:** Provide references for similar type work as that which is requested in this RFQ. This section should include recent project information of similar type work completed by the firm along with the name and telephone number of the point of contact for each project. A minimum of five (5) similar projects and references shall be provided.
 5. **Location:** Provide the geographic location of the firm relative to the POPA location. The firm should include a street address of the office(s) proposed to handle this work.
 6. **Professional Liability Insurance:** The engineering firm shall at all times while this Agreement remains in effect maintain insurance as set forth in Exhibit “A”, attached hereto and incorporated herein for all purposes. The amount of insurance shall remain in effect throughout the period of responsibility of the project involved in accordance with the statute of limitations or for ten (10) years from the issuance of the Certificate of Completion, whichever is shorter. Liability insurance in excess of the minimum requirement shall be a point of consideration in negotiations between POPA and the firm.

VII. EVALUATION AND AWARD OF CONTRACTS:

A. EVALUATION CRITERIA: Qualifications shall be evaluated by POPA using the following criteria:

1. Expertise and Experience
2. Project Approach
3. Design Team
4. References
5. Location

B. AWARD OF CONTRACT: If necessary, POPA may engage in individual discussions and interviews with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract. Proprietary information for competing Offerors shall not be disclosed to the public or to competitors. The Offeror must, with specificity, identify those portions of its Qualification Statements which are "proprietary". Offerors may not designate their entire Qualification Statement "proprietary" and any attempt to do so may result in rejection of same. At the conclusion of the review of the Qualification Statements received, POPA shall rank, in the order of preference, those Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the Offeror ranked first. If a contract is deemed satisfactory and advantageous to POPA and can be negotiated at a fair and reasonable fee, the award shall be made to that Offeror. If negotiations are not successful, the negotiations shall be formally terminated, and the project offered to the next firm for negotiation and possible award of the Contract. Should POPA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration; a contract may be negotiated and awarded to that Offeror.

VIII. GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES:

A. MANDATORY USE OF POPA FORMS AND TERMS AND CONDITIONS: Failure to submit a Qualification Statement in accordance with requirement stated in **Section No. VI** of this RFQ shall be a cause for rejection of same. Return of the complete document is required. Modification of, or additions to, any portion of

solicitation may be cause for rejection of the Qualification Statement; however, POPA reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such Qualification Statement as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the forms.

- B. PRECEDENCE OF TERMS:** Except for Paragraphs A, B, and C of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
- C. DEFAULT:** In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, POPA, after due oral or written notice, may procure them from other sources and hold the firm responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies, which POPA may have.
- D. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the firm in whole or in part without the written consent of POPA.
- E. ANTITRUST:** By entering into a contract, Offeror conveys, sells, assigns and transfer to POPA all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the POPA, relating to the particular goods or services purchased or acquired by POPA under said contract.
- F. ETHICS IN PUBLIC CONTRACTING:** By submitting their Qualification Statements, all Offerors certify their Qualification Statements are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their Qualification Statement, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- G. ANTI-DISCRIMINATION:** By submitting their Qualification Statements, all Offerors certify to the POPA they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Texas Commission of Human Rights Act, Tex. Labor Code § 21.001—21.306 (Vernon’s Supp. 1995) (“TCHRA”).

- H. DEBARMENT STATUS: By submitting their Qualification Statements, all Offerors certify they are not currently debarred for submitting Qualification Statements on contracts by any Agency of the State of Texas, nor are they an agent of any person or entity that is currently debarred from submitting Qualification Statements on contracts by any Agency of the State of Texas.
- I. APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Texas and any litigation with respect thereto shall be brought in the courts of Jefferson County, the State of Texas. The firm shall comply with applicable federal, state and local laws and regulations.
- J. QUALIFICATIONS OF OFFERORS: POPA may make such reasonable investigations, as deemed proper and necessary, to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to the POPA all such information for this purpose as may be requested. POPA reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. POPA further reserves the right to reject any Qualification Statement if the evidence submitted by, or investigations of, such Offeror fails to satisfy the POPA that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- K. DRUG FREE WORKPLACE POLICY STATEMENT: Offeror acknowledges and certifies that the firm understands the following acts by the Offeror, employees, and/or agents performing services on POPA property are strictly prohibited:
1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 2. Any impairment or incapacitation from the use of alcohol or other drugs.

Offeror further acknowledges and certifies that the engineering firm understands a violation of these prohibitions constitutes breach of contract and may result in default action being taken by POPA in addition to any criminal penalties, which may result from such conduct.

- L. **DISADVANTAGED BUSINESS UTILIZATION:** It is the policy of the POPA to contribute to the establishment, preservation, and strengthening of disadvantaged business enterprises and to encourage the participation of disadvantaged business. Towards that end, the POPA encourages firms to provide for the participation of disadvantaged owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

- M. **OPERATING AUTHORITY AND CREDENTIALS:** Wherever and whenever during the course of performing any work under the Contract, the Design Engineer will ensure all motor vehicles utilized to accomplish the terms of the Contract are properly titled, registered, plated and have the required operating authority and credentials in accord with the motor vehicle codes and regulations of the State of Texas.

IX. SPECIAL TERMS AND CONDITIONS:

A. INSURANCE:

- 1. Prior to the start of any work under the contract, the firm shall provide the POPA Certificated of Insurance on forms approved by the POPA which evidence coverage as set forth on Exhibit "A" Attached hereto and incorporated by reference herein.

- B. **AUDIT:** The firm agrees to retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by the POPA, whichever is sooner. POPA, its authorized agents, and/or State of Texas auditors shall have full access to and the right to examine any of said materials during said period.

- C. **OWERSHIP OF MATERIALS:** Ownership of all material and documentation originated and prepared pursuant to the RFQ shall belong exclusively to the POPA and is subject to public inspection in accordance with applicable Texas law. Trade secrets or other proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction may not be subject to disclosure; however the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or materials to be protected and state the reason why the protection is necessary.

- D. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the POPA. In the event that the firm desires to subcontract some part of the work specified herein, the firm shall furnish the POPA the names, qualifications and experience of its proposed subcontractors. In any event, the Offeror shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of that contract.
- E. **SOURCE OF FUNDS:** By submitting their Qualification Statements, all Offerors certify their Qualification Statements are made with the knowledge, a portion of the project funding may be obtained for The Economic Development Administration and the use of such federal funding requires the POPA and the selected Design Engineer to comply with all federal regulations and requirements in regard to the use of such funds.

EXHIBIT A
INSURANCE REQUIREMENTS

All insurance must be written by an insurer licensed to conduct business in the State of Texas and be policies of insurance satisfactory to the Port of Port Arthur Navigation District of Jefferson County, Texas.

1. Standard Texas Worker’s Compensation Insurance as required by law and applicable regulations to cover employees of the Bidder engaged in the performance of the work under this Contract.

2. Employer’s Liability Insurance including Occupational Disease with limits not less than the following:
 - a) per accident \$1,000,000
 - b) per occurrence \$1,000,000
 - c) disease \$1,000,000

3. Coverage in compliance with the U. S. Longshoremen’s and Harbor Worker’s Act and admiralty Coverage. If any operation involves the use of any type of watercraft, additional coverage may be required on a specific task order basis.

4. Commercial General Liability on Comprehensive Form
 - a) Insurance policies shall be written on an “occurrence form” rather than a “claims made form” and shall include:
 - (1) Broad Form Property Damage;
 - (2) Operations - Premises Liability;
 - (3) Independent Contractors Liability - Broad Form;
 - (4) Coverage must contain a “Borrowed Servant” endorsement providing that a claim brought against the Port by any employee of the Bidder as “borrowed servant” will be treated as a claim against the Bidder;
 - (5) Personal Injury Liability extending to claims arising from employees of the Bidder;
 - (6) Complete Operations and Products Liability;
 - (7) Deletion of the exclusions applying to explosions, collapse and underground (XCU) hazards; and
 - (8) Contractual Liability Insurance coverage for the indemnity provision of the Agreement in same amount and coverage as provided for Commercial General Liability Policy; specifically referring to the Agreement by date, job number and location.

b) Insurance policies shall reflect limits of liability of not less than the following:

(1)	Combined Single Limit	\$1,000,000
(2)	General Aggregate	\$2,000,000
(3)	Products - Complete Operations Aggregate	\$1,000,000
(4)	Personal and Advertising Injury	\$1,000,000
(5)	Each occurrence	\$1,000,000
(6)	Fire Damage (Any One Fire)	\$ 100,000

5. Comprehensive Automobile Liability (Owned, hired and non-owned vehicles) Combined Single Limit \$1,000,000
6. Owner's Protective Liability naming the Port, its officers, agents and employees as insured in the same amount and coverage as provided for in the Commercial General Liability Policy.
7. Umbrella Policy \$5,000,000 (applicable to comprehensive general liability, employer's liability, automobile liability and, if applicable, admiralty/marine coverages).
8. Professional Liability with a Combined Single Limit of not less than \$5,000,000.
9. The Port of Port Arthur shall be provided a Waiver of Subrogation by blanket endorsement on the General Liability, Automobile Liability and Workers' Compensation policies as required by contract and allowed by state law. Such Waiver shall be clearly stated on the certificate of insurance.