

REQUEST FOR QUALIFICATIONS (RFQ 21-001)

**TO PROVIDE PROFESSIONAL ENGINEERING SERVICES
FOR**

**TRANSIT SHED 1 REPLACEMENT PROJECT
(MARAD FY 2020 PIDP GRANT NO. 693JF72140014)**

NOVEMBER 2021

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

REQUEST FOR QUALIFICATIONS (RFQ 21-001)

**PROFESSIONAL ENGINEERING AND CONSTRUCTION MANAGEMENT
SERVICES FOR TRANSIT SHED 1 REPLACEMENT PROJECT
(MARAD FY 2020 PIDP GRANT)**

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 for its Transit Shed 1 Replacement Project (the “Project”) at the Port of Port Arthur facilities. The firm will work directly with the Port’s Director of Engineering.

The Port of Port Arthur has been awarded a grant from the U.S. Department of Transportation Maritime Administration (“MARAD”) for the Project, consisting of the deconstruction and removal of a 100,000-sq. ft. metal clad dockside transit shed, reconditioning of a concrete slab, the construction of a 132,000-sq. ft. tensioned fabric clear span structure providing useable storage and a covered area for all weather truck and rail loading, and related services at the Port of Port Arthur facilities. The Port of Port Arthur is seeking to contract with a qualified engineering firm to prepare all preliminary and final design plans, specifications, bid, and construction documents and to conduct all necessary interim and final inspections. These services shall be performed in accordance with all local, State, and Federal laws, regulations, and executive orders applicable to this grant program.

Qualification statements will be accepted until **9:00 A.M. local prevailing time, on Tuesday, November 30, 2021** at the offices of the Port of Port Arthur, 221 Houston Avenue, Port Arthur, Texas 77640. Submissions via U.S. Mail should be addressed to Post Office Box 1428, Port Arthur, Texas 77641. Submissions via courier should be addressed to 221 Houston Avenue, Port Arthur, Texas 77640.

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 Request for Qualifications 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

I. PURPOSE.

The purpose and intent of this Request for Qualifications (RFQ) is to obtain professional engineering services, as necessary, for professional engineering services for its Transit Shed 1 Replacement Project at the Port of Port Arthur facilities. The Port of Port Arthur reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals. The Port of Port Arthur is an Affirmative Action/Equal Opportunity Employer.

II. BACKGROUND.

The Port of Port Arthur received a U.S. Department of Transportation Maritime Administration Grant under the Fiscal Year 2020 Port Infrastructure Development Program (PIDP) for the deconstruction and removal of a 100,000-sq. ft. metal clad dockside transit shed, reconditioning of a concrete slab, the construction of a 132,000-sq. ft. tensioned fabric clear span structure providing useable storage and a covered area for all weather truck and rail loading, and related services at the Port of Port Arthur facilities. 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.

III. SCOPE OF SERVICES.

- A. All engineering services shall be performed in compliance with all local, State, and Federal laws, regulations, and executive orders as applicable and required by the U.S. Department of Transportation Maritime Administration grant provisions.
- B. The selected firm shall provide professional engineering and construction management services to permit the competitive bidding for the deconstruction and removal of a 100,000-sq. ft. metal clad dockside transit shed, reconditioning of a concrete slab, the construction of a 132,000-sq. ft. tensioned fabric clear span structure providing useable storage and a covered area for all weather truck and rail loading, and related services at the Port of Port Arthur facilities. Services will include the preparation of plans, specifications, and construction cost estimates, as necessary, for contractors to prepare firm fixed priced bids, as more specifically described below. The Offeror shall be required to provide specifications to be combined with the standard Port “front end” documents. The Offeror will be required to assist the Port in the in the preparation of the bid form.
- C. Engineering services required under this contract are expected to be generally as described below:
 - 1. Prepare preliminary designs and associated cost estimates.
 - 2. Perform initial surveys, soil investigations, etc. as needed for design.

3. Contract Administration: The Offeror 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.
4. Prepare final design plans and specifications.
5. Prepare bid and final contract documents and receive approvals as applicable.
6. Coordinate bid process and contract award.
7. Assure construction contract compliance with the U.S. Department of Transportation Maritime Administration grant requirements.
8. Administer Construction oversight and field inspection of the project during construction.
9. Review and provide recommendations for Change Orders.
10. Provide materials testing services during construction.
11. Coordinate all laboratory testing and inspection for Quality Assurance.
12. Prepare record drawings and provide in digital format.
13. Other special engineering services as required to complete the Project.

IV. SCHEDULE.

- A. The task schedule for this project is to be as follows:
 1. Receive Design Engineer Qualifications : 11/30/2021
 2. Review Qualifications and Select Firm for Negotiation: 12/15/2021
 3. Award Design Contract: January 19, 2022
 4. Final Design Complete: August 1, 2022
- B. 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. The Port intends to expedite the design, bidding and construction of this Project. The Port will provide (1) Record Drawings; (2) recent structural analysis of dock; and (3) access to Port facilities.

VI. QUALIFICATION STATEMENT REQUIREMENTS.

- A. Qualification Statements shall be signed by an authorized representative of Offeror. 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.
- B. 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. Resumes and dividers do not count toward the page count.

- C. One (1) manually signed original, four (4) copies, and one (1) electronic copy in PDF format of the Qualification Statements shall be submitted to the Port. 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. **General and Background Information:** Provide the following:
 - a. Firm's legal name, address, Texas Registered Engineering Firm No. location of office that would be performing services, date of firm formation, and contact information for key personnel.
 - b. A summary of any litigation, claim(s), or contract disputes filed by or against Offeror in the past five (5) years which is related to the services that Offeror provides in the regular course of business.
 - c. A statement of conflicts (if any) the proposing entity or key personnel may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
 2. **Expertise and Experience:** Describe the overall expertise and experience of the engineering firm relative to the scope of services contained in this RFQ, including, but not limited to, public works construction, Federally funded construction projects, port or maritime projects located in this general region of the state, and project construction management experience..
 3. **Project Approach/Performance:** Provide a project approach describing how the design team will meet the overall objectives of the Port, provide a quality project, and meet the schedule as described above.
 4. **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. Provide resumes for each significant project team member.
 5. **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 Offeror 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.

6. **Professional Liability Insurance:** The engineering firm shall at all times while this Agreement remains in effect maintain insurance as set forth in Exhibit 1 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 the Port and Offeror.

VII. EVALUATION AND AWARD OF CONTRACTS.

- A. **Evaluation Criteria.** Qualifications shall be evaluated by the Port using the following criteria:

1.	General and Background Information:	5 points
2.	Expertise and Experience	35 points
3.	Project Approach/Performance	25 points
4.	Design Team	25 points
5.	References	10 points

Total **100 points**

- B. **AWARD OF CONTRACT.**

1. This RFQ provides information necessary to prepare and submit a Statement of Qualifications (SOQ) for consideration and ranking by the Port of Port Arthur using the evaluation criteria described above. The Port will rank the responses in order of the most qualified, based on demonstrated competence and qualifications to perform the services, and then make a determination as to whether or not an informal meeting will be required of the top ranking firms. If necessary, the Port 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.
2. 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.

3. At the conclusion of the review of the Qualification Statements received, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. The fee for basic services will be either fixed price or a cost reimbursement with an agreed maximum. If a contract is deemed satisfactory and advantageous to the Port 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 the Port 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, The Port 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, the Port, after due oral or written notice, may procure them from other sources and hold Offeror responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies, which The Port may have.
- D. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Offeror in whole or in part without the written consent of The Port.
- E. **ANTITRUST:** By entering into a contract, Offeror conveys, sells, assigns and transfer to the Port 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 Port, relating to the particular goods or services purchased or acquired by The Port 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 Port 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. Offeror shall comply with applicable federal, state and local laws and regulations.
- J. **QUALIFICATIONS OF OFFERORS:** The Port 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 Port all such information for this purpose as may be requested. The Port reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding Offeror’s capabilities. The Port further reserves the right to reject any Qualification Statement if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Port 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 it understands the following acts by the Offeror, employees, and/or agents performing services on Port 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 it understands a violation of these prohibitions constitutes breach of contract and may result in default action being taken by the Port in addition to any criminal penalties, which may result from such conduct.

- L. **DISADVANTAGED BUSINESS UTILIZATION:** It is the policy of the Port to contribute to the establishment, preservation, and strengthening of disadvantaged business enterprises and to encourage the participation of disadvantaged business. Towards that end, the Port encourages firms to provide for the participation of disadvantaged owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities, all in compliance with the Port's Policy Directive on Diversity in Contracting, adopted June 24, 2020. A copy of this Policy can be obtained from the Port's website at <https://portpa.com/wp-content/uploads/2021/04/POPA-CAP-Policy-dated.pdf>.
- M. **OPERATING AUTHORITY AND CREDENTIALS:** Wherever and whenever during the course of performing any work under the Contract, the Offeror 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:** Prior to the start of any work under the contract, Offeror shall provide the Port Certificate(s) of Insurance on forms approved by the Port which evidence coverage as set forth on Exhibit 1 attached hereto and incorporated by reference herein.
- B. **AUDIT:** Offeror 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 Port, whichever is sooner. The Port, 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. **OWNERSHIP OF MATERIALS:** Ownership of all material and documentation originated and prepared pursuant to the RFQ shall belong exclusively to the Port and 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 Port. In the event that Offeror desires to subcontract some part of the work specified herein, Offeror shall furnish the Port 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 from the U.S. Department of Transportation Maritime Administration and that the use of such federal funding requires the Port and the selected Offeror to comply with all federal regulations and requirements in regard to the use of such funds.

Exhibit 1 – Insurance Requirements

“Placeholder” – Insurance requirements for this RFQ will be posted separately on the Port’s website in the same section as RFQ 21-001.