



**PORT OF LONGVIEW  
REQUEST FOR PROPOSALS (RFP)  
RFP NO.: 19-036-RFP**

**PROJECT TITLE:** Industrial Rail Corridor Expansion Right of Way Services

**PROPOSAL DUE DATE:** May 22, 2019 not later than 5 p.m., Pacific Time, Longview, WA

**ESTIMATED TERM OF RESULTING AGREEMENT:** July 1, 2019 through June 30, 2022

**CONSULTANT ELIGIBILITY:** This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State. Additionally, appraisers and appraisal reviewers assigned to this Agreement must be listed on the Washington State Department of Transportation's Approved Appraisers list at: <https://www.wsdot.wa.gov/RealEstate/Appraisal.htm>

**NOTICE TO PROPOSERS:** This RFP is available on the Port's website at: <http://www.portoflongview.com/Bids.aspx>. All addenda to the RFP, including questions and answers, will be posted to this website only. It is the proposer's sole responsibility to check for and acknowledge issued addenda issued for this project.

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## 1. Introduction

### 1.1 Project Background

The Port of Longview (Port) intends to hire a qualified Consultant who is capable of providing Right-of-Way (ROW) Services for its Industrial Rail Corridor Expansion project. Services include all phases of the Right-of-Way process, including but not limited to, preliminary ROW activities, negotiating with property owners to acquire property rights, assistance with condemnation, relocation specialist, and appraisal and appraisal review services in conformance with federal, state, and agency standards.

Funding for the work may be from Federal, State or Local sources or a combination of such sources. All work in which Federal Funds are involved must comply with all current Federal Highway Administration (FHWA) and Washington State Department of Transportation (WSDOT) requirements, including those in the WSDOT "Local Agency Guidelines" (LAG) Manual. The Port may within the timeframe of this project secure a FHWA grant construction Phase of this project; therefore, the successful firm may have to negotiate towards a Local Agency Consultant Agreement for these services and will follow all the guidelines listed in Chapter 31 Using Consultants in the WSDOT Local Agency Guidelines manual.

The intended method of compensation will be "Negotiated Hourly Rate for Real Estate Consultant" and the contract will be the "Local Agency Real Estate Professional Services Negotiated Hourly Rate Real Estate Consultant Agreement" found in the most recent edition of the WSDOT Local Agency Guidelines.

### 1.2 Solicitation Objectives

The Port expects to achieve the following outcomes through this solicitation:

- 1.2.1. Award one qualified consultant/firm to provide real estate and right of way services as described in the Scope of Work.

### 1.3 Minimum Qualifications

The following are minimum qualifications and licensing requirements that the Contractor must meet to be eligible to submit a RFP response. Responses must clearly show compliance to these minimum qualifications. Those that are not clearly responsive to these minimum qualifications shall be rejected by the Port without further consideration:

- 1.3.1. Be licensed to do business in the State of Washington or provide a commitment that it will become licensed to do business in Washington within thirty (30) calendar days of being selected as the Apparently Successful Consultant.
- 1.3.2. Demonstrate capability and capacity to provide all staff support necessary, directly or through subcontracts, to perform the subject services stated herein.
- 1.3.3. Have been in business for five years performing services related to the subject services stated herein.
- 1.3.4. Appraisers must be listed on the WSDOT Approved Appraiser List located at: <https://www.wsdot.wa.gov/realestate/> at the time of submission, and must remain on the list for the duration of the Agreement.

### 1.4 Funding

Any contract award as a result of this procurement is contingent upon the availability of funding. In the event additional funding becomes available, any contract award may be renegotiated to provide for additional related services.

Contract renewals, if any, will be based upon approval of funds provided for in the Port's annual budgets for each year. There are no guarantee funds will be budgeted or budgeted at the same level

as the originally authorized contract amount.

The Port is pursuing an FHWA grant administered by WSDOT for this project, therefore, the successful firm will negotiate towards a Local Agency Consultant Agreement for these services and will follow all the guidelines listed in Chapter 31 – Using Consultants in the WSDOT Local Agency Guidelines manual. A copy of this manual can be found at: <http://www.wsdot.wa.gov/LocalPrograms/LAG/>

## 1.5 Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2019 and to end on or about June 30, 2022. The Port reserves the right to extend or renew the contract annually for additional one-year terms for a total contract period not to exceed five years. Amendments extending the period of performance, if any, shall be at the sole discretion of the Port.

## 1.6 Definitions

- 1.6.1. Apparently Successful Contractor. The Consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.
- 1.6.2. Consultant. Individual or company submitting a proposal in order to attain a contract with the Port.
- 1.6.3. Contractor. Individual or company whose proposal has been accepted by the Port and is awarded a fully executed, written contract.
- 1.6.4. Port. The Port of Longview, a municipal corporation organized under the laws of the State of Washington, that is issuing this RFP.
- 1.6.5. Proposal. A formal offer submitted in response to this solicitation.
- 1.6.6. Proposer. Individual or company that submits a proposal in order to attain a contract with the Port.
- 1.6.7. Request for Proposal (RFP). Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

## 1.7 ADA

The Port in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Candi Engebo at [cegebo@portoflongview.com](mailto:cegebo@portoflongview.com) or by calling collect (360)425-3305.

## 1.8 Title VI Statement

The Port of Longview in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award."

## 2. General Information for Consultants



2.1 RFP Coordinator

2.1.1. The RFP Coordinator is the sole point of contact in the Port for this procurement. All communication between the Consultant and the Port upon receipt of the RFP shall be with the RFP Coordinator, as follows:

Name	Candi Engebo, Contracts Administrator
E-Mail Address	<a href="mailto:cengebo@portoflongview.com">cengebo@portoflongview.com</a>
Phone Number	(360) 425-3305, ext. 219

2.1.2. Any other communication will be considered unofficial and non-binding on the Port. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2 Estimated Schedule of Procurement Activities

2.2.1. Below details the estimated schedule of procurement activities. **The Port reserves the right to revise the schedule.**

Issue Request for Proposals	April 26, 2019
Question and Answer Period	April 26 – May 10, 2019 by 5:00 p.m. Pacific Time
Pre-Proposal Conference / Site Tour	May 7, 2019 at 2:00 p.m.
Proposals Due	May 22, 2019 by 5:00 p.m.
Conduct Oral Interviews with finalists, if required	May 30, 2019
Announce “Apparent Successful Contractor” and send notification via fax or email to unsuccessful proposers	June 5, 2019
Submit Recommendation to Board of Commissioners - Action Requested	June 12, 2019
Execute Contract - Begin Contract Work	June 17, 2019

2.3 Pre-Proposal Conference

2.3.1. A pre-proposal conference to educate interested parties will be held to provide an overview of the project and answer any questions. Attendance at this conference is not mandatory but is recommended. A tour of the project area will be conducted after the meeting.

2.3.2. Those planning to submit proposals are recommended to be represented at this meeting. Representation of a firm will be witnessed by signing in on the sign in sheet provided by the Port at the conference. In no event shall failure to attend the meeting constitute grounds for a claim after contract award.

**DATE /TIME:** May 7, 2019 at 2:00 p.m.  
**LOCATION:** Port of Longview Administration Building  
10 Port Way  
Longview, WA 98632

2.4 Submission of Proposals

2.4.1. Proposals must be received by the RFP Coordinator **no later than 5:00 p.m.**, Pacific Time, at 10 Port Way, Longview, WA on **May 22, 2019.**

2.4.2. Include one original (marked as such) and 4 copies of the original submittal, three hole-

punched.

- 2.4.3. In addition to physical submissions, proposals **must be submitted electronically** as an attachment to an email to the RFP Coordinator's email address identified in Section 2.1.1. Attachments to email shall be on Microsoft Word format or PDF. Zipped files cannot be received by the Port and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Consultant to the offer. The Port does not assume responsibility for problems with Consultant's email. If the Port's email is not working, appropriate allowances will be made.
- 2.4.4. Proposals may not be submitted using facsimile transmission.
- 2.4.5. Submit proposals in a sealed envelope that is plainly marked with the project name and number.
- 2.4.6. Consultant should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. **Late proposals will not be accepted and will be automatically disqualified from further consideration.** All proposals and any accompanying documentation become the property of the Port and will not be returned.

## 2.5 Proprietary Information/Public Disclosure

- 2.5.1. Proposals submitted in response to this competitive procurement shall become the property of the Port. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Chief Executive Officer, or Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).
- 2.5.2. Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right-hand corner of the page. Making the entire proposal exempt from disclosure or as Proprietary Information will not be honored.
- 2.5.3. If a public records request is made for the information that the Consultant has marked as "Proprietary Information," the Port will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, the Port will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 45.56 RCW, or other state or federal law that provides for nondisclosure, the Port shall maintain the confidentiality of the Consultant's information per the court order.
- 2.5.4. A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## 2.6 Revisions to the RFP

- 2.6.1. In the event it becomes necessary to revise any part of this RFP, all amendments and bidder questions/Port answers will be posted only on the Port's website at:

<http://www.portoflongview.com/Bids.aspx>

- 2.6.2. The Port also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.7 Diversity Participation**

The Port strongly encourages the participation of minority, women-owned, veteran-owned, and small businesses, and Washington small businesses as prime contractors or subcontractors. No preference will be included in the evaluation of proposals, no minimum level of participation by these businesses shall be required as a condition of receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

## **2.8 Acceptance Period**

Proposals must provide ninety (90) calendar days for acceptance by the Port from the due date for receipt of proposals.

## **2.9 Protests**

The Port's resolution adopting Port policies regarding Bid Protest Procedures (Resolution 2018-7) is available at: <http://www.portoflongview.com/206/Contractors-Vendors>. These procedures are applicable to this procurement.

## **2.10 Responsiveness and Administrative Irregularities**

- 2.10.1. All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of this RFP may result in rejection of the proposal as non-responsive.
- 2.10.2. The Port reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.11 Most Favorable Terms**

- 2.11.1. The Port reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The Port does reserve the right to contact the Consultant for clarification of its proposal.
- 2.11.2. The Apparent Success Contractor must be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the Consultant's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the Port.

## **2.12 Contract and General Terms & Conditions**

- 2.12.1. The Apparent Successful Contractor will be expected to enter into a contract which is the same as the sample contract and its general terms and conditions attached as Attachment C. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may not take exceptions in the Sample Contract. Doing so may deem the Consultant non-responsive and the Port may elect to not consider their proposal further.
- 2.12.2. Using Consultants in the WSDOT Local Agency Guidelines manual for General Terms and Conditions apply to this Contract. A copy of this manual can be found at: <http://www.wsdot.wa.gov/LocalPrograms/LAG/>.

## **2.13 Costs to Propose**





The Port will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

**2.14 No Obligation to Contract**

This RFP does not obligate the Port to contract for services specified herein.

**2.15 Rejection of Proposals**

The Port reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

**2.16 Commitment of Funds**

The Chief Executive Officer, or Designee, is the only individual who may legally commit the Port to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

**2.17 Insurance Requirements**

The Contractor is to furnish the Port with a Certificate(s) of Insurance (COI) executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Port within fifteen (15) days of the contract effective date.

**2.18.1. Liability Insurance**

2.18.1.1. Commercial General Liability Insurance. Contractor shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate coverage for the activities arising out of subcontracts.

2.18.1.2. Business Auto Policy. As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing the equivalent coverage.

2.18.1.3. Professional Liability (Error and Omissions). Contractor shall maintain a minimum of \$2,000,000 in the aggregate and \$1,000,000 per claim in professional liability insurance. Insurance coverage shall remain in effect for the entire term of the Agreement.

**2.18.2. Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### 2.18.3. **Additional Provisions**

Above insurance policy shall include the following provisions:

- 2.18.3.1. Additional Insured. The Port of Longview, its elected and appointed officials, agents, and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Port.
- 2.18.3.2. Cancellation. The Port shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the Port 45 business days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the Port shall be given 10 business days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The Port shall be given 20 business days advance notice of cancellation. If cancellation is due to non-payment of premium, the Port shall be given 10 business days advance notice of cancellation.
- 2.18.3.3. Identification. Policy must reference the Port's contract number and the Port of Longview shall be named.
- 2.18.3.4. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Port Chief Financial Officer for the Port, before the contract is accepted, or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and WAC 284-15.
- 2.18.3.5. Excess Coverage. By requiring insurance herein, the Port does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the Port in this contract.

### 2.18.4. **Worker's Compensation Coverage**

- 2.18.4.1. The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The Port will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### 2.18.5. **Interlocal Purchasing Agreements**

- 2.18.5.1. This is for information only and consent of the Contractor and will not be used to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits and other political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the Port of Longview may purchase from Contracts established by the Port. The seller agrees to sell additional items and or services at the bid or proposal prices, terms and

conditions, to other eligible governmental agencies with such agreements with the Port. The Port accepts no responsibility for the payment of the purchase price by other governmental agencies.

#### 2.18.6. WSDOT Audited Rates

Since this project will receive Federal funding, the project will be performed in compliance with WSDOT Local Agency Guidelines (LAG) and will require documentation of current audited rates. Audited overhead rates can be requested from the WSDOT Audit Office. An audited rate conducted by another governmental agency will satisfy this requirement if the audit criteria used by the other agencies conforms with 48 Code of Federal Regulations (CFR) Part 31. An audited rate conducted by a private accounting firm must be reviewed and accepted by the WSDOT Audit Office before being accepted for use in an agreement. Audits of WSDOT Consultants – FAQ's <http://www.wsdot.wa.gov/Audit/costratereviewprocess.htm>

### 3. Scope of Work

#### Project Background

The Port is in the process of developing an expansion to their industrial rail corridor. The corridor is approximately 2000-ft in length and 193-ft in width and will include construction of the track bed and eight new rail lines. The corridor passes through a publicly owned closed landfill, public utility corridor, Class 1 railroad property, and private industry log pond (open water and wetlands). Additionally, the design includes a 20' roadway to be constructed contiguous with the rail corridor for the private industry. The rail corridor is proposed in phases, with full rail bed build out and three of the eight tracks being constructed in Phase I. The existing corridor will be in use until such time as the additional five tracks are constructed. Once the new corridor, and all rail infrastructure (eight tracks) are fully constructed, the current industrial corridor will be surplus and sold.

#### Project Objective

The objective of the work is to obtain the necessary property rights following all applicable federal, state, local and county laws, rules, regulations, policies and procedures and obtain WSDOT certification of the project. The Consultant shall provide acquisition services, relocation assistance and advisory services, appraisal and appraisal review services in accordance with The Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (The Uniform Act), and the Washington State Department of Transportation (WSDOT) Right of Way manual.

These services may be modified, by written amendment, as necessary to fulfill the intent of the Consultant's role.

#### 3.1 Task 1: Preliminary Right-of-Way Activities

It is our intent to enter into a contract with a Consultant as soon as practical. The Consultant will assist the Port with completion of Preliminary ROW activities as defined in Section 25.3 of the WSDOT LAG Manual. A contracted Surveyor has begun work on the ROW plans; the Consultant will provide expertise in completion of these plans (such as acquisition larger parcel determination by appraiser and determining whether property rights(s) are needed and the type of property rights(s) needed) along with all other preliminary ROW activities.

#### 3.2 Task 2: Property Acquisition

The Consultant will negotiate fee simple acquisitions, permanent easements, temporary easements, construction memorandums of understanding or easements, and miscellaneous permits as necessary with owners from four (4) acquisition areas, per the Port's approved ROW Plans (when complete). Assumptions are included in the "Task items to be completed by Consultant" section of Task 3 in this RFP. The Consultant shall work with the Port and the Port's contracted Surveyor to complete the ROW Plan(s). Negotiations of any additional

acquisition areas will require an amendment to this Scope of Work. For the project, the Consultant's acquisition specialists will negotiate with each property owner and/or their representatives in accordance with statutory and regulatory requirements.

**3.2.1** Task items to be completed by Consultant as follows:

- 3.2.1.1 Consultant's acquisition agent(s) will perform "good faith negotiations" as defined by The Uniform Act to secure assigned acquisition areas through open market transactions, and to make a sufficient number of significant contacts with each owner in an effort to secure needed property rights. Significant contact represented by in-person meeting and/or detailed correspondence (phone, email).
- 3.2.1.2 If a settlement is not reached with the property owner after four (4) significant contacts, Port and Consultant will conduct a "joint negotiations status review" of the particular acquisition to determine if negotiations should move forward with a new strategy. Port and Consultant will determine if scope or budget changes are required.
- 3.2.1.3 Offers are to be presented in person whenever possible. Out-of-area owners will be contacted by telephone and by certified mail.
- 3.2.1.4 Acquisitions will be considered complete if any of the following occurs: the payment process is completed and documented in the file or processed for condemnation.
- 3.2.1.5 All administrative settlements will be sent to the Port for approval utilizing appropriate forms and including supporting documentation.

**3.2.2** Port to provide the following:

- 3.2.2.1 Legal descriptions for acquisitions, easements, and other circumstances as necessary in electronic format.
- 3.2.2.2 Sufficient ROW plans or survey exhibits and legal descriptions for each assigned acquisition, including revisions as necessary.
- 3.2.2.3 Payment of approved acquisition payments and incidental costs which may arise to complete transactions.
- 3.2.2.4 Payments to property owners and/or escrow as necessary to close all transactions, and payment of any incidental costs which may arise to complete each transaction.
- 3.2.2.5 Approval of all acquisition forms prior to use and coordination with WSDOT LAC for review/approval of all documents prior providing to owner(s).

**3.2.3** Consultant deliverables:

- 3.2.3.1 All offer packages to utilize standard forms and documents on WSDOT Local Programs website: <https://www.wsdot.wa.gov/LocalPrograms/ROWServices/LPA-forms.htm>
- 3.2.3.2 Offer letters and acquisition documents in a format approved by the Port.
- 3.2.3.3 Acquisition files created and maintained in a format satisfactory to the Port.
- 3.2.3.4 Prepare tracking and status reports in a format satisfactory to the Port.
- 3.2.3.5 Written notification and assistance with condemnation packages as needed.
- 3.2.3.6 Complete acquisition files at the close of each negotiation for each parcel.
- 3.2.3.7 Deliver all original documents to the Port for signature and issuance of warrant.

### 3.3 Task 3: Appraisal and Appraisal Review

- 3.3.1 Appraisal services will be completed complying with WSDOT ROW Manual (most recent revision), the Uniform Appraisal Standards for Federal Land Acquisitions, and state and federal regulations for federally assisted transportation projects.
- 3.3.2 When appraisals are needed, the Port will only accept narrative appraisals following the WSDOT Narrative Appraisal Report, unless prior written authorization is given by the Port to the Consultant to prepare a different type of report. The WSDOT Narrative Appraisal Report is a self-contained report. All reasoning, supporting documentation and data must be included in the report. Reports identified as "Summary Report" will not be accepted. The Port will not accept any restricted use appraisal reports.
- 3.3.3 Appraisal services to include the valuation of various real property rights required for four (4) acquisition areas. One PFE is required for this project. In accordance with 49 CFR 24.102(c)(2)(ii), an (AOS) will be used if the just compensation and costs to cure for a property are no greater than \$25,000, the acquisition is uncomplicated, and costs to cure damages are minor. Appraisals and appraisal reviews will be used for all other acquisitions.
- 3.3.4 Task items to be completed by Consultant as follows:
  - 3.3.4.1 Complete a PFE report to include all affected acquisitions.
  - 3.3.4.2 Subcontract with and manage the Appraisal and Appraisal Review firms qualified and approved by WSDOT and licensed with the State of Washington. Appraisers and Review Appraisers are required to be on the WSDOT approved appraisal list.
  - 3.3.4.3 Consultant to oversee hiring of additional subcontractors, or delegate hiring of additional subcontractors through the Appraisal firm, as necessary to address specialized valuation issues (i.e.: sign companies, engineers, biologists, etc.). Those services and costs to be determined as part of the appraisal inspection process and, if needed, added to this scope and budget with Port approval.
  - 3.3.4.4 Attend appraisal inspections. Appraiser is required to provide owner a reasonable opportunity to accompany the appraiser during the inspection of the property.
  - 3.3.4.5 Coordinate PFE, AOS, Donations, appraisal and appraisal review delivery schedules for four (4) acquisition areas. For purposes of developing a preliminary cost estimate it is estimated that there will be two (2) AOS reports, two (2) appraisal reports and two (2) appraisal reviews. It is possible that one or more of the assumed AOS reports or appraisals will become a donation. The total appraisal services fee may change if the assumed appraisal report and AOS report quantities change due to the PFE findings. Provide fee on a per acquisition basis.
  - 3.3.4.6 Upon receipt of each completed Narrative Appraisal Report, verify completeness of each appraisal report per WSDOT ROW Manual.
  - 3.3.4.7 Upon verification, provide appraisal to Port for review and approval prior to sending to Review Appraiser.
  - 3.3.4.8 After approval by the Port, each report will be reviewed by a Review Appraiser. Each AOS, Appraisal, Appraisal Review, and appraisal report checklist will be forwarded to the Port with a transmittal letter recommending the Port accept the amount of just compensation as determined by Review Appraiser.
- 3.3.5 Port to provide the following:

- 3.3.5.1 Signed and approved "Agency Concurrence Authorization" for each completed AOS or appraisal/appraisal review before Consultant initiates negotiations with property owners.
- 3.3.5.2 Survey staking of existing ROW as needed.
- 3.3.6 Consultant deliverables:**
  - 3.3.6.1 Provide two (2) hard copies and one (1) electronic copy of the PFE.
  - 3.3.6.2 Provide two (2) hard copies and one (1) electronic copy of each AOS, (including sales data relied on), appraisal and review appraisal for Port review and approval.
  - 3.3.6.3 Provide a completed Appraisal Report Checklist for each appraisal.
  - 3.3.6.4 Provide a transmittal letter for each AOS, appraisal and appraisal review (can be grouped together) stating the AOS, appraisal and appraisal reviews have been reviewed by the Consultant and the Consultant is recommending the Port to sign the Agency concurrence and authorization paragraph.
  - 3.3.6.5 Prepare appraisal delivery tracking and status reports in a format satisfactory to the Port.

#### **3.4 Task 4: Title Review Services**

Consultant will review preliminary title commitments per WSDOT ROW Manual, to be provided by the Port. Upon review, prepare acquisition summary memos for each commitment listing ownerships, encumbrances and exceptions. Consultant to assess and comment on those that could pose obstacles or delays in closing each transaction. Consultant will provide recommendations to the Port whether to accept or clear problematic encumbrances and exceptions, and document acquisition file accordingly.

##### **3.4.1 Task items to be completed by Consultant as follows:**

- 3.4.1.1 Review preliminary title commitments for standard owner's coverage, including all listed exceptions.
- 3.4.1.2 Review and document findings for each title or easement coverage exception to determine which exceptions require removal, additional instruments for clearance or pose obstacles or delays to the acquisition process and make recommendations and obtain approvals from Port for handling.
- 3.4.1.3 Clear title encumbrances as directed by the Port. Consultant is to work directly with Title Company to resolve title issues. Negotiate as necessary with lien holders and easement holders to remove title defects.
- 3.4.1.4 Perform research of any title issues relating to acquisitions assigned to Consultant.
- 3.4.1.5 Meet with the Port and/or property owners as needed to discuss and assist resolving title clearing issues.

##### **3.4.2 Port to provide the following:**

- 3.4.2.1 Provide all preliminary title commitments.
- 3.4.2.2 Written approval of title exceptions and encumbrances to be either cleared or accepted as recommended by the Consultant.
- 3.4.2.3 Payment for any related expense for clearing title, including the services of an escrow firm.

**3.4.3** Consultant deliverables:

- 3.4.3.1 Provide Port with up to four (4) acquisition summary memos listing ownerships, title exceptions, conflicting easements or other rights of record and comments or concerns for each parcel.
- 3.4.3.2 Provide title review, support and advisory services as necessary, including file documentation.

**3.5 Task 5: Administration & Project Management**

Consultant (and any Subconsultants) will support the Port in project planning, management, quality control, communication, and coordination throughout the project. This task covers all project-wide planning & management tasks for the project. The expected duration of ROW services excepting post acquisition activities is six (6) months. This project has an expedited schedule due to funding limitations so Consultant shall take all necessary and allowable steps to expedite the ROW process.

**3.5.1** Task items to be completed by Consultant as follows:

- 3.5.1.1 Attend on-site project kick-off meeting with Port staff.
- 3.5.1.2 Coordinate and attend up to six (6) in person meetings with the Port to discuss project progress and status. Consultant will provide agendas, invitations, and meeting notes for all meetings led by the Consultant. Appraiser shall attend meetings when Consultant or Port deems it appropriate for either topic or schedule purposes. The Port may approve conference calls in lieu of in person meetings on a case by case basis when recommended or requested by the Consultant.
- 3.5.1.3 The Consultant will maintain records in accordance with statutory, regulatory and policy requirements.
- 3.5.1.4 All acquisition files will be prepared in a format satisfactory to the Port including but not limited to offer letters, all instruments, correspondence, valuation reports, title reports and other documents, a standard diary form indicating all contacts with owner(s), and other items necessary for negotiations.
- 3.5.1.5 The Port will be copied on communication between the Consultant and WSDOT Local Programs Right of Way Services.
- 3.5.1.6 Consultant will prepare a project schedule for the ROW Phase and will monitor and update the schedule as needed or requested.
- 3.5.1.7 The Consultant will prepare and submit monthly progress reports identifying work completed during the period, any issues/problems encountered, work to be completed during the next month, and status updates detailing the following information relative to each acquisition site:
  - 3.5.1.7.1 The number of contacts made in the preceding period.
  - 3.5.1.7.2 The persons who were contacted.
  - 3.5.1.7.3 Summary of the discussions.
  - 3.5.1.7.4 The terms that were resolved or agreed to in principal.
  - 3.5.1.7.5 The terms that are not resolved or agreed to in principal.
  - 3.5.1.7.6 Recommendations by the Consultant for resolution of remaining issues.

- 3.5.1.7.7 Anticipated course of action by the Consultant in attempting to resolve remaining issues.
- 3.5.1.7.8 Copies of any documents under discussion in draft or final form.
- 3.5.1.8 Consultant will prepare and submit monthly invoices including explanation of work completed.
- 3.5.2** Port to provide the following:
  - 3.5.2.1 Delivery of "Introduction / Informational Letter" to property owners.
  - 3.5.2.2 Copy of Final Right-of-Way plans.
  - 3.5.2.3 Copy of Preliminary Construction plans.
  - 3.5.2.4 Exhibits, Maps, Rights-of-Way staking, etc. as necessary.
  - 3.5.2.5 Legal descriptions of all property rights to be acquired in electronic format.
  - 3.5.2.6 Relevant information previously obtained by the Port during community meetings, correspondence with owners, and diary information, etc.
  - 3.5.2.7 Anticipated overall Project Schedule.
  - 3.5.2.8 The Port's WSDOT approved ROW Procedures.
- 3.5.3** Consultant deliverables:
  - 3.5.3.1 Project kickoff meeting with Port staff
  - 3.5.3.2 Assist Port with boilerplate "Introduction / Informational Letter".
  - 3.5.3.3 Coordinate and attend up to six (6) in-person (or conference call if approved) meetings with port staff for progress / tracking purposes
  - 3.5.3.4 Project schedule for ROW phase.
  - 3.5.3.5 Provide monthly progress reports and monthly invoices.
  - 3.5.3.6 Meeting notices, agendas and notes/minutes for Consultant led meetings.
  - 3.5.3.7 Acquisition files (with folders and dividers) that are complete and organized will be provided to the Port after final title policy receipt.

### **3.6 Task 6: Closing of Transactions**

Consultant will perform and manage all closings for acquisitions, including those which do not require escrow. The consultant shall perform all activities and provide recommendations for all items of closing including, but not limited to, getting date down on title report, making recommendation as to whether acquisition should be closed in-house or in escrow, making recommendations as to what exceptions should be eliminated from the title report or taken subject to on the Port's final policy, forwarding signed offer package documents to Port for additional signatures, stewarding closing process. (If the property owner is an LLC or corporation, this package should include the operating agreement/articles of incorporation and tax filing status of the business.) If applicable, Consultant will continue to monitor acquisition until incomplete cost to cure items are completed by owner, including rental agreement when required. Once all funds have been disbursed to property owner and the final policy has been delivered to the Port, the Consultant will return each original file to Port with completed WSDOT checklist within two (2) weeks.



**3.7 Task 7: Right-of-Way Certification**

The Consultant will assist the Port during WSDOT's project certification process. It is anticipated that the certification of this project will be completed by January 1, 2023.

**3.7.1** Task items to be completed by Consultant as follows:

- 3.7.1.1 The Consultant will ensure proper documentation throughout life of the project for funding certification.
- 3.7.1.2 The Consultant will use proper WSDOT forms in preparation for certification.
- 3.7.1.3 Provide certification advisory review services as necessary. This may include being available to the WSDOT auditor during up to two (2) file review sessions.
- 3.7.1.4 Meet with Port and/or property owners as needed to discuss and assist in resolving any issues regarding the acquisition/relocation for the project.
- 3.7.1.5 The Consultant will answer any questions or provide additional available information as requested by WSDOT during the audit for certification for the Consultant.

**3.7.2** Port to provide the following:

- 3.7.2.1 Expedite and track resolution of issues requiring internal Port review and approvals.
- 3.7.2.2 Meet with Consultant, Owners or WSDOT representatives as needed.

**3.7.3** Consultant deliverables:

- 3.7.3.1 Complete organized acquisition files in a format satisfactory to the Port.

**3.8 Task 8: Post Acquisition Activities**

Consultant's post acquisition activities will be conducted at the end of this project.

**3.8.1** Task items to be completed by Consultant as follows:

- 3.8.1.1 Complete closing report / punch list of any outstanding acquisition or relocation issues, including relocation claims, delayed closings, construction items for PS&E, etc.
- 3.8.1.2 Meet with the Port or property owners as needed to discuss and assist in resolving any acquisition issues over a three (3) month period.

**3.8.2** Port to provide the following:

- 3.8.2.1 Expedite and track resolutions of issues requiring Port approval.
- 3.8.2.2 Meet with the Consultant or property owners as needed to discuss and assist in resolving any acquisition or relocation issues.

**3.8.3** Consultant deliverables:

- 3.8.3.1 Closing report / checklist for each acquisition
- 3.8.3.2 Four (4) Acquisition files.

**4. Proposal Contents****4.1 Proposal Order**

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Consultant in preparing a thorough response. Proposals must be written in English and submitted in the order noted below:

- 4.1.1 Submittal Form (Attachment A to this RFP);
- 4.1.2 Letter of Submittal
- 4.1.3 Certifications and Assurances (Attachment B to this RFP);
- 4.1.4 Response to Section 4.3 Relevant Experience and Management Plan;

## 4.2 Letter of Submittal

The Letter of Submittal and the attached Certifications and Assurances form (Attachment B to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed Subcontractors:

- 4.3.1 Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 4.3.2 Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 4.3.3 Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 4.3.4 Federal Employer Tax Identification number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- 4.3.5 Identify any Port employees or former Port employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of the contract.

## 4.3 Relevant Experience and Management Plan

- 4.3.6 Provide a detailed description explaining your firm's proposed approach to the work described under "Scope of Work". Include:
  - 4.3.6.1 The overall qualifications of the firm;
  - 4.3.6.2 A list of key individuals, resources and commitment to provide timely services,
  - 4.3.6.3 Compliance with requirements;
  - 4.3.6.4 A deliverable schedule;
  - 4.3.6.5 A staffing plan;
  - 4.3.6.6 The proposed plan for acquisition and relocation, if any; and,
  - 4.3.6.7 Any other related, relevant information.
- 4.3.7 The successful firm will have a demonstrated knowledge and ability in the following areas. In addition to any specific requirements list under each area of work, please provide a brief description and examples of previous project that demonstrates your firm has the required expertise needed for these types of projects, **especially related to heavy industrial ROW**

**activities.** Include where applicable, the work and/or services provided on the project, the number of parcels for each project, and the time it took to complete each project, highlight any previous work done for Ports or other heavy industrial projects. Projects used as examples must be completed within the last three years and be similar to the proposed project in scope and size. A project may be used as an example to demonstrate your firm's abilities in more than one area of work.

- 4.3.7.1 Working with Federal and State guidelines applicable to the acquisition of right-of-way for government agencies.
- 4.3.7.2 Maintaining records in accordance with statutory, regulatory, and local agency requirements.
- 4.3.7.3 Research and clearing title to real estate and/or reforming real estate escrow closing.
- 4.3.7.4 Performing relocation services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act:
  - 4.3.7.4.1 Provide the total number of relocations your firm has worked on under the Uniform Relocations Assistance and Real Property Acquisition Act.
- 4.3.7.5 Providing support to agencies for Project Certification.
- 4.3.7.6 The experience of the appraisal and appraisal review subconsultants:
  - 4.3.7.6.1 Provide a list of appraisal and appraisal review firm(s) that are anticipated to be utilized for this contract.
  - 4.3.7.6.2 Provide a summary of the appraisal and appraisal review firms' experience and qualifications with projects of similar size and scope to the proposed project. Summaries are limited to one-side of a printed page for each firm.
  - 4.3.7.6.3 Provide a resume for the key appraiser(s) and the key review appraiser(s). Resumes are limited to one-side of a printed page for each individual.

#### 4.3 References of Other Public Entities.

List names, addresses, telephone numbers, and email addresses of three public entity references for which work has been accomplished and briefly describes the type of service provided. By submitting a proposal, the Consultant and the lead staff person grants permission to the Port to contact the references and others who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP. Do not include current Port staff as references. **References will be contacted for the top-scoring proposal(s) only and at the discretion of the Port.**

The Port reserves the right to utilize its own past performance and experience information, in the sole discretion of the Port, at any time during the evaluation process when evaluating proposals from firms that have performed work for the Port.

#### 4.4 Proposal Format

- 4.4.1 Use fonts no smaller than 10 point. Maximum proposal length not including title page (if any), letter of submittal, table of contents, resumes, and required forms may not exceed 35 pages. For the purpose of page limitations, one side of a printed page is considered one page.

## 5. Evaluation and Contract Award

### 5.1 Evaluation Procedure

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the Port, which will determine the ranking of the proposals.

The Port reserves the right to evaluate submittals on an ordinal ranking system in lieu of specific scores for the first-round while reserving the specific scoring for those qualifications statements that progress to the second round of evaluation. Under this scenario, all qualifications statements will be scored 1, 2, 3, 4 et cetera to reflect their strength relative to all other submittals. Then the top submittals will be scored according to the evaluation weighting and scoring below with the submittal with the highest score entering into negotiations with the Port.

The Port, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

The RFP Coordinator may contact the Consultant for clarifications of any portion of the Consultant's proposal.

**5.2 Evaluation Weighting and Scoring**

The following weighting will be assigned to the proposal for evaluation purposes:

Description	Weight
Capacity and Availability: The firm has the size, resources and commitment to provide timely services based on the Port's needs.	15%
The experience of the firm working with federal and state guidelines applicable to the acquisition of right-of-way for government agencies.	10%
Approach to the Work: The firm's approach to work, including compliance with requirements, deliverable schedule, staffing plan, proposed plan for acquisition and relocation, and other related matters.	15%
Proposal Presentation: The information is presented in a clear, logical manner and is well-organized. All required information was provided.	10%
Qualifications and Experience: How the overall qualifications of the firm and key individuals meet the needs of the Port.	15%
The experience of the firm performing relocation services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act.	10%
The experience of the appraisal and appraisal review subconsultants.	10%
The experience of the firm maintaining records in accordance with statutory, regulatory and local agency requirements.	5%
The experience of the firm researching and clearing title to real estate and/or performing real estate escrow closing.	5%
The experience of the firm providing support services for Project Certification.	5%

**5.3 Oral Presentations**

The Port may, after evaluating the written proposals, elect to schedule oral presentations of the finalist(s). Should oral presentations become necessary, the Port will contact the top-scoring firm(s) to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding. The oral presentation will determine the successful Consultant. Failure to

participate in the interview process will result in the Proposer's disqualification from further consideration.

In the event of an interview, the named Project Manager is required to attend the interview in-person if the interview is in-person or participate via conference call (or another arranged format). Other key personnel listed in the submittal may attend, however, the Port is not interested in the attendance of executives and business development staff.

#### **5.4 Final Selection**

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. The Port reserves the right to award the contract to the Consultant whose proposal is in the best interest of the Port, or to make no award at all.

#### **5.5 Notification to Proposers**

The Port will notify the Apparently Successful Contractor of its selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by email and/or postal services.

#### **5.6 Bidder Complaints**

5.6.1 Any Proposer may submit a complaint regarding this RFP based upon the following:

- 5.6.1.1 The solicitation unnecessarily restricts competition;
- 5.6.1.2 The evaluation/scoring process is unfair or flawed; or
- 5.6.1.3 The requirements are inadequate or insufficient so that a response is difficult to prepare.

5.6.2 If no complaint is filed, a Proposer cannot later file a protest based on any of the above complaint criteria.

5.6.3 Any complaint to the RFP must be in writing and submitted to the RFP Coordinator no less than five (5) business days prior to the date when Proposals are due.

#### **5.7 Debriefing of Unsuccessful Proposers**

5.7.1 Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The written request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Consultant Notification is emailed to the Consultant.

5.7.2 Discussion at the debriefing conference will be limited to the following:

- 5.7.2.1 Evaluation and scoring of the firm's proposal;
- 5.7.2.2 Critique of the proposal based on the evaluation;
- 5.7.2.3 Review of proposer's final score in comparison with other final scores without identifying the other firms.

5.7.3 Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **5.8 Protest Procedure**

The Port's resolution adopting Port policies regarding Bid Protest Procedures (Resolution 2018-7) shall apply to this solicitation. The Protest Procedure can be found at:



<http://www.portoflongview.com/206/Contractors-Vendors>. This procedure can also be requested by the RFP Coordinator.

## 6. RFP Exhibits

Exhibit A Industrial Rail Corridor Expansion Property Impacts Map

## 7. RFP Attachments

Attachment A Submittal Form

Attachment B General Certifications and Assurances

Attachment C Service Contract Format including General Terms and Conditions (GT&C's)



**Exhibit A**  
**Industrial Rail Corridor Expansion Property Impacts Map**



Attachment A
Submittal Form

Port of Longview
Industrial Rail Corridor Expansion Right-of-Way Services
19-036-RFP

The undersigned respondent submits this proposal in response to the Port's Request for Proposals (RFP) for the contract named above.

The respondent warrants that they have carefully reviewed the RFP and that this submittal represents the respondent's full response to the requirements described in this RFP. The respondent further warrants that if this submission results in a contract, the respondent agrees to all terms and conditions found in the attached sample contract and will provide all necessary labor, materials, equipment and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The respondent hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in "Insurance Requirements" section of the sample contract. Indicate in the affirmative by initialing here: \_\_\_\_\_.

The respondent hereby acknowledges receipt of Addendum Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Name of Respondent: \_\_\_\_\_
Business Address: \_\_\_\_\_
Telephone Number: \_\_\_\_\_
Email Address: \_\_\_\_\_
Authorized Signature: \_\_\_\_\_
Printed/Typed Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_





Attachment B

Certifications and Assurances

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award of continuation of the related contract:
  - a. I/we declare that all answers and statements made in the proposal are true and correct.
  - b. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
  - c. The attached proposal is a firm offer for a period of sixty (60) calendar days following receipt, and it may be accepted by the Port without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60) calendar day period.
  - d. In preparing this proposal, I/we have not been assisted by any current or former employee of the Port of Longview whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
  - e. I/we understand that the Port will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Port, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
  - f. Unless otherwise required by law, the prices and/or cost data which has been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
  - g. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
  - h. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  - i. I/we grant the Port the right to contact references and others who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.
  - j. If any staff member(s) who will perform work on this contract has retired from the state of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached sheet.
  - k. We (**circle one**) **are / are not** submitting proposed Contract Exceptions (See Section 2.12, Contract General Terms and Conditions). If Contract exceptions are being submitted, I/we have attached them to this form.

**On behalf of the Consultant submitting this proposal, my name below attests to the accuracy of the above statements. I/we are submitting a scanned signature of this form with our electronic proposal.**

\_\_\_\_\_  
Signature of Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Proposer



**Attachment C  
Sample Contract**

**(attached separately)**