

Request for Proposals

Title:

Port of Benton Southern
Connection Short Term Operator

Due:

10/14/2022
No later than 11:00 a.m. PST

Contact:

Sheri Collins
Contracts Specialist
509.375.3060
scollins@portofbenton.com

SCHEDULE

09/23/2022	Public announcement of Request for Proposals
10/14/2022	Proposals Due no later than 11:00 a.m. PST
10/17/2022	Interviews Scheduled Negotiation of Specific Terms
10/21/2022	Operator selected

*NOTE: Dates as indicated are best estimates for informational purposes only.

TABLE OF CONTENTS

Schedule.....	1
Submittal Instructions.....	3
Project Overview.....	3
Background	3
Desired Proposal	3
Contract Length	4
Proposal Submittal Requirements	5
Evaluation Criteria.....	6
Proposal Evaluation	7
RFP Questions and Clarifications	8
Addenda	8
Submittal Effective Date	8
Debrief Procedures	8
Insurance Requirements and Indemnification	8
Title VI (Federal) Non-Discrimination	8
Port Non-Discrimination	9
Other Public Agency Orders.....	9

SUBMITTAL INSTRUCTIONS

Electronic submittal: Submit one (1) electronic proposal and any required attachments, the Submittal Packet first page shall be digitally signed by an authorized representative of the proposer's firm. For easy identification, please list "Port of Benton Southern Connection Short Term Operator RFP" in the subject line of the email. Electronic submittals shall be sent to scollins@portofbenton.com and must be received by proposals due date referenced above.

Proposals shall contain all required information as defined herein and be submitted to the Port of Benton electronically no later than the date, time, and place as stated on the cover page of this RFP or as amended. Proposals will not be accepted in any format other than as required above. Late proposals will not be accepted and will be returned to the proposers unopened.

Proposers shall be fully responsible for any and all costs incurred in the preparation and submittal of their proposals.

PROJECT OVERVIEW

The Port of Benton ("Port") is soliciting proposals from experienced individuals or firms ("Proposer" or "Proposers") interested in providing short line rail operations and services on the Port of Benton's Southern Connection Rail Line on a short-term basis.

BACKGROUND

The Port is soliciting proposals from contractors (hereafter referred to as "Proposer") interested in providing rail support and operations for the Port of Benton on a short-term basis while the Port proceeds with a more detailed and robust RFP process for a longer-term operator of the Southern Connection. Proposers to this Southern Connection Short Term Operator RFP, whether selected or not, are not disqualified from proposing in the subsequent longer-term RFP.

The most important aspect of submitting a well-written and well-articulated plan to serve the above areas, is to identify in the submittal particular attention to the following skills: excellent communication, experience, and ability to foster collaboration amongst organizations typically in competition with one another.

DESIRED PROPOSAL

The Port desires a proposal that provides a single point of contact on a monthly fixed-fee professional services contract. The proposer should be able to provide the following services and identify an approximate number of hours of availability monthly for the fee proposed.

1. Provide weekly and monthly track inspections of the approximately 16 miles of Port owned industrial rail spur. Inspections shall include all track, switches, signage, and vegetation. Provide electronic copies of all inspections within 7 days of the inspection. Notify the Port immediately of urgent findings.

2. Provide monthly, quarterly, and annual inspections of 8 at-grade rail crossing signals. Notify the Port immediately of urgent findings.
3. Provide annual bridge inspection of the four bridge structures (depending upon length of contract). Provide electronic copies of all reports within 20 days of inspection. Notify the Port immediately of urgent findings.
4. Manage, coordinate, and schedule all operations on the Port-owned track including coordination of both Class I railroads, maintenance closures, or operational closures such as extreme heat or freeze events.
5. Provide 24-hour response to emergencies or special rail operations such as Unit Trains. Emergency response includes communication with public agencies, law enforcement, fire, and emergency services. Operator must have ability to always respond to the track within 30-60 minutes including taking signals out of service to allow vehicle traffic.
6. Provide immediate maintenance activities such as out of gauge track, broken joint bars/bolts, misaligned, and/or inoperable switches, etc. Notify the Port of these activities and provide written summary of repairs and invoice(s).
7. Identify and provide cost proposals to the Port of all major repairs. Port may authorize the repairs or prepare bid documents to solicit competitive bids, depending upon size, dollar amount, and scope.
8. Coordinate the storage of rail cars in the Port rail yard. Provide car spotting as needed. Provide monthly inventory of cars including car location. Assist the Port with car storage charges.
9. Provide routine maintenance of the Port's two locomotives including winterization. Both locomotives can be used for routine operations on the Port track.
10. Provide track weed control and brush mowing on request from the Port, based on the operators' recommendations.
11. While the operator will be responsible for management and operation of the track, the Port from time to time will be constructing capital improvement projects on the track. The selected operator will be required to coordinate work with the Port to provide track safety, track outages, etc. This work is expected to be outside the normal month to month compensation but at similar rates.

CONTRACT LENGTH

The Port desires a month-to-month contract term of no more than twelve (12) months, ending no later, but likely earlier than, November 30, 2023. At the Port's discretion, and subject to relevant statutes, rules, and regulations, terms may be renewed for additional monthly periods upon mutual written consent and under generally similar terms, conditions, and rate.

PROPOSAL SUBMITTAL REQUIREMENTS

To ensure that all information provided is properly evaluated, please organize and label proposals in the structure provided below. Submittals shall not exceed ten (10) pages total including all required components; proposer(s) will not be graded upon the length of their proposal or effort to reach the 10-page maximum. Proposer(s) are encouraged to focus on quality and brevity in their proposal.

Proposals (submittals) shall include, at a minimum, the following:

- 1) **Transmittal Letter with Original Signature:** A cover letter generally outlining the proposer's ability to perform the services outlined in this RFP; signed by an authorized individual representing the Proposer's firm in contractual obligations.
- 2) **Proposed Rate:** Proposer shall provide their desired service rate for labor and materials costs, as well as an estimated total fee for their work; it is preferred that the Port is invoiced in equal monthly installments.
- 3) **Proposed Scope of Work:** Proposer shall provide a more detailed overview of the method and strategy they intend to employ in fulfilling the needs of the Port as described in the 'Desired Proposal' section.
- 4) **Licensing:** Provide a current business license or copy of a complete application to do business in Washington State and the City of Richland.
- 5) **Ability to Contract:** Proposer shall have the ability to negotiate a contract with the Port based on the exceptions/changes requested to the Pro-Forma Agreement. Proposer may not be debarred, suspended or otherwise ineligible to contract with the Port.
- 6) **Experience:** List the Proposer's top three (3) business references for the type of work most relevant to the content of this RFP. Listing for each reference should provide the references business name or d.b.a., lead staff contact, staff contact phone, staff contact email, and a short description of the services rendered.
- 7) **Legal Action:** Disclose any current or recent (within past five years) legal action in progress or taken against the firm or individuals.
- 8) **Disclosure:** List all business transactions and relations within the past five years that may create or be perceived to create a conflict of interest. Any business dealings or recommendations of a product or firm that may conflict with this project shall be disclosed.

EVALUATION CRITERIA

Criteria	Value
Transmittal Letter with Original Signature	20%
Proposed Rate	30%
Proposed Scope of Work	20%
Licensing (Does the business have applicable licenses?)	Y or N
Ability to Contract (Is the proposer and their business able to contract?)	Y or N
Experience	30%
Legal Action (Does a legal action exist?)	Y or N
Disclosure (Does a conflict exist?)	Y or N

In addition to the mandatory bidder responsibility criteria listed immediately above, the Port may, in addition to price, consider any or all of the following criteria in determining bidder responsibility:

1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
2. Whether the respondent can perform the contract within the time specified, without delay or interference;
3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents;
4. Quality of performance of previous contracts;
5. Previous and existing compliance with laws and ordinances relating to contracts or services;
6. Sufficiency of the respondent's financial resources;
7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
8. Ability of the respondent to provide future maintenance and service on a timely basis;
9. Payment terms and prompt pay discounts;
10. The number and scope of conditions attached to the submittal;
11. Compliance with all applicable Port and City of Richland requirements;

The Port may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the Port responsibility criteria set forth above. If the executive director or Port Commission is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.

PROPOSAL EVALUATION

- 1) The Port may choose to invite one or more of the proposers to demonstrate their solutions or interview with the Port.
- 2) The Port reserves the right to award a contract with the single highest rated proposer without preceding interviews or demonstrations.
- 3) Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the Port pursuant to the RFP shall belong exclusively to the Port and be subject to public inspection after award by the Commission in accordance with the Washington State Public Records Act (RCW 42.56). Trade secrets or proprietary information submitted by the Respondent shall not be subject to public disclosure under the Public Records Act, unless otherwise required by law or a court. However, the Proposer must invoke the protection of the Public Records Act, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- 4) With regard to submittal of a proposal (individually and collectively referred to as “response”), the proposer agrees to and hereby waive any and all claims it has or may have against the port, and its director’s, persons, officers, commissioner’s , committee’s, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any response; (2) any requirements under the solicitation, the RFP, or related documents; (3) the rejection of any response or any part of any response; (4) waiver by the port of any technicalities in the RFP package or any response; (5) waiver or change in any non-material provision of the RFP solicitation package or materials that do not adversely and specifically affect the previously submitted response; and/or (6) the award of a contract, if any.
- 5) The Port reserves the right to reject any or all responses, to waive any irregularities and/or technicalities in response received or not award. The Port, in its sole discretion, will determine whether any or all the responses are responsive and reserves the right to make a determination as to whether any one or more Proposals are qualified. The submission of a response to this RFP is an offer by the Proposer to contract only and does not constitute a contract. There will be no contractual obligations on the part of the Port to any Proposer, nor will any Proposer have any property interest or other right in the contract unless and until all terms of the contract have been agreed upon by the Port, including, without limitation, all provisions of the contract have been negotiated to the satisfaction of the Port; the contract is unconditionally signed by the Port and the selected Proposer the contract is delivered

by all parties; and all conditions to be fulfilled by the Proposer prior to contracting have either been fulfilled by the Proposer or waived in the writing by the Port.

RFP QUESTIONS AND CLARIFICATIONS

Questions shall be submitted to the Port of Benton by email to: scollins@portofbenton.com, not later than the date and time referenced in the Schedule on the title page. Please reference the “Legal Consultant RFP” in the subject line when submitting questions via email.

Oral questions will not be answered. Questions must be in written form, by email. To the extent any oral questions are answered, those answers will be considered non-binding. An addendum to this RFP may be issued by the Port as a result of the questions generated under this competitive solicitation to all plan holders.

ADDENDA

If at any time, the Port changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the Port will issue a written addendum to the RFP. Proposer must register for this RFP to be notified of addendum and new documents on this RFP. It is the Proposer’s responsibility to check for addenda and other new documents on-line.

SUBMITTAL EFFECTIVE DATE

The submittals shall remain in effect for 180 days after the RFP due date, unless extended by mutual agreement between the Port and the applicable proposers.

DEBRIEF PROCEDURES

After award, submitters may contact the Port to request a phone or in person debrief conference.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

Evidence of financial stability and credit worthiness; ability to meet port's insurance requirements is mandatory. The chosen Proposer shall provide the Port with certificates of insurance for commercial general public liability insurance policy with limits of coverage of at least \$10,000,000, and automobile liability insurance policy with limits of coverage of at least \$2,000,000 in the aggregate. Consultant agrees that it is responsible for any and all of its deductibles. The Port of Benton shall be named as beneficiary. Insurance and contract terms will be discussed in additional detail during contract negotiations.

TITLE VI (FEDERAL) NON-DISCRIMINATION

The Port of Benton assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Port sponsored program or activity. The Port of Benton further assures every effort

will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

PORT NON-DISCRIMINATION

By signing and submitting a response to this RFP, the proposer (firm or individual) certifies that, in the event it is awarded a contract under this competitive solicitation (i.e., becomes the “successful proposer”), and as of the date of contract award, it shall comply with the “Anti-Discrimination Clause” provided below:

Non-discrimination. Port of Benton complies with applicable federal civil rights and Washington state civil rights laws and does not discriminate on the basis of race, color, national origin, religion, sex, families with children, marital status, honorably-discharged veteran or military status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, in the administration of its programs and activities.

The Vendor shall comply with the substantive requirements of RCW 49.60, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Vendor of the Vendor's compliance with the requirements of Chapter RCW 49.60. If the Vendor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter RCW 49.60, this Agreement may be subject to a declaration of default and termination at the Port’s discretion. This provision shall not affect the Vendor's obligations under other federal, state, or local laws against discrimination.

OTHER PUBLIC AGENCY ORDERS

The Washington State Interlocal Cooperative Act, RCW 39.34, provides that other governmental agencies may purchase goods or services on this RFP or contract in accordance with the terms and prices indicated herein if all parties agree. The Port does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.