

**Port of Benton**  
**REQUEST FOR QUALIFICATIONS**  
**Southern Connection – POB Industrial Rail Spur**  
**Rail Maintenance Cost Study**  
**SUBMITTALS DUE: November 30, 2023, 3:00 p.m., EXACTLY, Pacific Local Time**

Public notice is hereby given that the Port of Benton, Richland, Washington has issued the above solicitation for **the Southern Connection POB Industrial Rail Spur - Rail Maintenance Cost Study**. Detailed information and the submittal documents are available at [www.portofbenton.com](http://www.portofbenton.com), under Port of Benton designated webpage.

Contact the Port at [scollins@portofbenton.com](mailto:scollins@portofbenton.com) with questions.

The Port of Benton, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 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 insure 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.

Published: October 29<sup>th</sup> and November 5<sup>th</sup>, 2023, Tri-City Herald

Sheri Collins, Port of Benton Contracts Administrator

## SECTION 1 PROJECT OVERVIEW

### 1.1 Intent

The purpose of this Request for Statement of Qualifications is to solicit responses from interested consultants for the **Southern Connection POB Industrial Rail Spur - Rail Maintenance Cost Study**. Specifically, the Consultant will be tasked with evaluating the Port's annual maintenance costs for the Port's track, determining an annual budget for the rail system, and recommending an associated car or tonnage charge adequate to meet the needs of the Port and the rail system.

### 1.2 Background

- A. The Port of Benton owns a rail right-of-way encompassing 11 route miles and approximately 16 track-miles, providing access to a number of active rail shippers including a unit train-capable loop track, the Port of Richland's industrial trackage and customers, and the Department of Energy's trackage to the Hanford site.
- B. The condition of the Port's trackage has significantly deteriorated during the 25-year period in which a third-party short line operator leased the trackage. The short line operator was removed from the track in mid-2022.
- C. Since the lease termination, the Port has completed a number of maintenance projects in an attempt to maintain the track's current condition and safeguard operations by the two Class I railroads currently using the system. In addition, the Port has completed several capital projects on the track including installation of new ties, and two rail/road crossing replacements. The Port is continuing to complete additional crossing replacements and tie replacement projects.
- D. Both Union Pacific (UP) and Burlington Northern Sante Fe (BNSF) (hereafter, the Class I railroads) run across the Port's track and deliver directly to customers. Additionally, the Port has contracted with Columbia Rail (aka CWW, LLC) to perform inspection and immediate repairs as well as coordinate Class I trains and provide track safety.
- E. The Class I railroads accessing Port trackage participated in the original construction of the track in 1950. However, neither railroad has participated financially since 1975. Currently, both railroads serve customers directly and are not paying a usage fee to the Port for track access. Movements made on Port trackage are in accordance with GCOR Rule 6.28 (Other than Main Track).
- F. The Port seeks a permanent arrangement in which usage fees would fund regular maintenance of the Port trackage.
- G. The Port is willing to consider a variety of potential organizational/contractual structures to implement fees, including a tariff or industrial track agreements.

- H. The Port is aware of the rail-based economic development potential of its open land and the Department of Energy land to the north, and would prefer an arrangement that incentivizes this development in addition to providing funds for effective track maintenance.
- I. **The Port is soliciting a consulting firm experienced in this type of work that is capable of providing options to the Port. Additionally, it is desirable that the firm has implemented similar fees with the Class I railroads before.**

### 1.3 Consultant Experience

- A. The Port is seeking a consultant or consultant team with experience in:
  - 1. Rail transportation experience including operations, maintenance planning and budgeting, and financial planning of capital projects. Additionally, the consultant shall have an understanding of rail financial operations.
  - 2. Experience with planning and design of rail capital improvements including preparation of capital projects budgeting.
  - 3. Experience with setting car usage fees and implementing them with the Class I railroads.
  - 4. Experience and understanding of current rail infrastructure and operations, in order to provide for efficient rail operations. The main purpose of this study is to determine a fair and equitable car or tonnage charge to allow continued maintenance of the Port's industrial rail infrastructure.
  - 5. Experience with economic analysis of rail facilities.
  - 6. Expertise in addressing legal challenges from current railroad operators, and a proven track record of employing best practices to effectively navigate and resolve these challenges.

## 1.4 RFQ Solicitation Schedule

<b>Tentative Schedule</b>	
<b>Task</b>	<b>Date</b>
RFQ Issued	October 29, 2023
Deadline for Questions by Interested Parties	November 28, 2023, 3:00 PM Pacific Local Time
RFQ Due Date	November 30, 2023, 3:00 PM Pacific Local Time
*Evaluation and Selection	December 13, 2023
*Interviews / Presentations, if required	TBD
*Estimated Date of Intent to Award	December, 2023
*Estimated Date of Council Award	December, 2023
*Estimated Date of Notice to Proceed	December, 2023
*Target Date for Completion of all Work	March 31, 2024

**NOTE:** Dates preceded by an asterisk (\*) are estimated dates. Estimated dates are for information only.

**END OF SECTION**

## **SECTION 2 SCOPE OF WORK**

### **2.1 Project Description**

The scope of work for this project includes, but is not limited to, the following:

- A. Review of current Port of Benton rail infrastructure, operations, and current needs and projects.
- B. Review of Port of Benton current rail planned capital improvement projects, budgets, and grant funding.
- C. Review of current track legal arrangements stemming from the 1998 Indenture and rulings from Federal Court.
- D. Evaluation of annual maintenance costs needed to maintain track to FRA Class 2 standards.
- E. Preliminary discussions with current rail customers to determine their needs and desires concerning rail shipping.
- F. Preliminary discussions with the Class I railroads to determine their needs and requirements for any car or tonnage charges.
- G. Meeting with Port of Benton staff on the rail needs and future planning. Attend at least one Port Commission meeting (virtually).
- H. Preparation of a report documenting the findings. Study should include at least 2-3 options for different methods of charging for access to the Port track. Preferably including examples from other similar industrial/rail facilities. Financial summaries should be included for each option. Recommendations for the preferred option.

### **2.2 Port Provided Services / Resources**

For this project, the Port will provide the following:

- A. Survey map of existing track.
- B. History of past maintenance and capital projects. Current inspections of track and infrastructure.
- C. Any other required and requested documentation.
- D. List of planned capital projects.
- E. List of customers on track including current car counts.
- F. Access to the track if needed.
- G. Project oversight and direction.

### **2.3 Suggested Improvements**

When preparing the submittal, responders are encouraged to suggest improvements to the scope of work that would provide the Port with a successful outcome of the project.

## **2.4 Funding and Cost**

The Port is funding this project with current Port funds. Planned budget anticipates a cost for the study to be in the range of \$40,000 - \$50,000.

**END OF SECTION**

## SECTION 3 EVALUATION AND SELECTION PROCESS

### 3.1 Evaluation Criteria

Submittals will be evaluated using the following criteria:

Evaluation Criteria	
Category	Maximum Points
Organization and Completeness of Submittal Response	10
Project Approach and Schedule a. Work Plan b. Methodology	15
Firm's Experience a. Firm's Relevant Experience b. Assigned Project Team c. Technical Skills	50
Similar Projects/References a. Past Performance	25
<b>Maximum Written Points</b>	<b>100</b>
<b>Interview / Presentations, if needed</b>	<b>-</b>
<b>Total Maximum Points</b>	<b>100</b>

### 3.2 Determining Selection

- A. Qualifications will be the basis from which interested individuals or firms will be selected for interviews. The Port will evaluate submittals using the criteria set forth in this RFQ.
- B. The Port reserves the right to request any additional information needed for clarification from any responder for evaluation purposes.
- C. Following the Port staff evaluation of the submittals received, selected individuals or firms "**may**" be invited (at the Port's discretion) to make oral presentations before the Port's Evaluation Team. The Port's Project Manager will provide additional details outlining the preferred content of the presentation to each individual, firm or team invited to participate.
- D. The Port reserves the right to make a contract award without written and/or oral presentations.
- E. After completion of the evaluations, the Port's Evaluation Team will determine the most qualified individual or firm based on all materials and information presented. The Port will then begin negotiations for an agreement with the selected individual or firm.
- F. If the Port is unable to reach an agreement with the most qualified individual or firm, the Port may terminate negotiations and enter into negotiations with the next most qualified individual or firm, or the Port may refrain from contracting with any respondent.

- G. Once the Port reaches an agreement that the Port finds acceptable, the Port will issue an intent to award notification.
- H. The Port shall have no obligation until a contract is executed between a Responder and the Port. The Port reserves the right to not award a contract if doing so is in the best interest of the Port.
- I. No cost chargeable to the proposed contract may be incurred before a fully executed contract.

### **3.3 Responsible Consultant Criteria**

The Port shall consider only responsive Consultants. Responsive Consultants are those that have, in the sole judgment of the Port, the financial ability, experience, resources, skills, capability, reliability and integrity necessary to perform the requirements of the contract.

The Port may also consider references, financial stability, and any other information available to the Port. Firms with an owner convicted within the past ten years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

### **3.4 Questions**

All questions relating to this RFQ document must be in writing. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Port of Benton. Any oral communications will not be authoritative and will not be binding on the Port.

### **3.5 Agreement/Contract**

The Port intends to use and issue an agreement for the services requested herein.

**END OF SECTION**



## SECTION 4 SUBMITTAL REQUIREMENTS

### 4.1 Organization of Submittal

The following list details the appropriate submittal format. Responders should organize their submittal into the following sections:

#### A. *Preface*

1. Cover letter with lead staff member and contact information.

#### B. *Executive Summary* (Limit 3 pages)

1. Introduction of your organization
2. Include the key elements of the Responder's expertise, products/services offered and an overview of the consultant team. All information should tie back to the knowledge and experience of the consultant firm.
3. Indicate the address and telephone number of the respondent's office located nearest to Richland, Washington, and the office from which the Project will be managed.

#### C. *Project Approach* and Schedule (Limit 6 pages, excluding resumes)

1. **Work Plan:** Describe the proposed sequence of specific tasks to accomplish this Project. Indicate all key deliverables and their contents. Include a list of information required or tasks to be completed by Port staff. Identify any pitfalls or hurdles that may be foreseen with each task.
2. **Methodology:** This section should clearly describe the methodology or methodologies planned to provide the specific tasks described in the Work Plan. Include project management tracking tools and communication plans.
3. **Team Organization:** Provide an organizational chart showing all proposed team member roles and responsibilities, including any subcontractors/sub-consultants. Identify the Responder's Project Lead Consultant/Project Manager. Include a resume (two (2) pages maximum) for each Project Team member. The Port is seeking a well-balanced team featuring:
  - i. Breadth of expertise sufficient to accommodate Project needs.
  - ii. Appropriate mix of senior, mid-level, and junior staff to maximize value.
  - iii. Organizational capacity to take on workload necessary for Project success.
  - iv. List the percent each person will be assigned to this project and identify the percent they will be assigned to other projects at the same time.
4. **Project Schedule:** Provide a schedule for completing each task in the Scope of Work and proposed Work Plan. The schedule should demonstrate the proposed team's ability to perform the work requested within an established budget and schedule. Project schedule should include deadlines and milestones meeting project deliverables and identify potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.
5. Include a list of similar projects.
6. List any other information which may be helpful in determining your knowledge and experience for this service.

D. *Related Project Experience / References* (Limit 3 pages)

1. Describe recent, within the last five (5) years, directly related experience with rail car charges or financial rail studies. Local past experience is highly desired. Include the following:
  - i. Name of the client, address, email, telephone number and name of the project manager.
  - ii. Date(s) of the service, description of the work performed.
  - iii. Original time schedule and completed time schedule.
  - iv. Discuss if the project stayed within agreed upon budget.
2. Provide at least three (3) references. For each of the references provide the following:
  - i. Company Name
  - ii. Contact name and title, address, email and phone number
  - iii. Description of services provided
  - iv. Timeframe of services provided
3. The Port reserves the right to contact any organization or individuals provided by the Responder or obtained by the Port.

#### 4.2 Electronic Submittal

- A. Submittals shall be submitted electronically to the Port of Benton at:

Sheri Collins

[scollins@portofbenton.com](mailto:scollins@portofbenton.com)

3250 Port of Benton Blvd, Richland, WA 99354, 509-375-3060.

1. All questions should be addressed to Sheri Collins who will obtain the required responses and will keep a record of all questions.

- B. Electronic submittals shall be limited to the documents specified in the RFQ document and shall not include additional brochures, booklets or other sales material that are not specifically requested in the RFQ.

1. The Port of Benton cannot guarantee internet access. It is strongly recommended that you respond 24 hours prior to the closing date and time for submittal. Responders will receive confirmation from Sheri when Statement of Qualifications are received.

**END OF SECTION**

## SECTION 5 STANDARD TERMS AND CONDITIONS

1. **BID / QUOTE / PROPOSAL / GENERAL CONDITIONS:** All of the terms and conditions of the proposal against which this document is applied, are hereby incorporated.
2. **ACCEPTANCE:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Consultant are objected to and hereby rejected, unless otherwise provided in writing by the Port.
3. **LICENSES:** If applicable, successful Consultant shall have a valid and current State of Washington and City of Richland business license. Licenses shall be obtained prior to award of any PO/contract.
4. **PAYMENT TERMS:** Unless otherwise negotiated, the terms of payment shall be net 30 days from receipt of proper invoice. Contract numbers must be noted on all invoices.
5. **INVOICING:** Itemized invoices are required. Invoices will not be processed for payment until items invoiced are received. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the Consultant and approved by the Port.
6. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Consultant shall comply with all applicable federal, state, local laws and regulations. Consultant shall possess and maintain all necessary licenses, permits, certificates and credentials required. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.
7. **INFRINGEMENTS:** Consultant agrees to protect and save harmless, the Port against all claims, lawsuits, or proceedings for patent, trademark, copyright, or franchise infringement arising from instituting such recommendations and to assume all expenses and damages arising from such claims, suits or proceedings.
8. **LIENS, CLAIMS, AND ENCUMBRANCES:** Consultant warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
9. **INDEMNIFICATION/HOLD HARMLESS:** Consultant shall defend, indemnify and hold the Port, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Port.
10. **TERMINATION:** (i) The parties may terminate this Agreement by mutual agreement. (ii) The Port may terminate this Agreement at any time with written notice to Consultant. Upon receipt of the written notice, Consultant shall stop performance, and Port shall pay Consultant for goods delivered and accepted. (iii) The Port may terminate this Agreement at any time if Port fails to receive funding, appropriations, or other expenditure authority. (iv) If Consultant breaches any Agreement provision or is declared insolvent, the Port may terminate this Agreement for cause with written notice to the Consultant, and Consultant shall be liable for all incidental and consequential damages resulting from its breach.
11. **DEFAULT:** The Consultant covenants and agrees that in the event suit is instituted by the Port for any default on the part of the Consultant and the Consultant is adjudged by court of competent jurisdiction to be in default, Consultant shall pay to the Port all costs, expenses expended or incurred by the Port in connection therewith, and reasonable attorneys' fees.
12. **SEVERABILITY:** If a court of competent jurisdiction declares any provision of the Agreement to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
13. **NONDISCRIMINATION:** During the performance of this Agreement, the Consultant agrees as follows: The Consultant shall not discriminate against any person on the grounds of race, creed,

color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the American with Disabilities Act (42 USC 12101 et. seq.).

14. **ANTI-TRUST:** Consultant and the Port recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Port, therefore, Consultant hereby assigns to the Port any and all claims for such overcharges.
15. **PUBLIC DISCLOSURE:** Agreement and all contents and attachments shall be deemed a public record as defined in RCW 42.56 "Public Records".
16. **ASSIGNMENT:** (i) This award is not assignable by Consultant either in whole or in part, without the prior written approval of the Port.
17. **RIGHT TO AUDIT:** The Port reserves the right to verify, by examination of Consultant's records, all invoiced amounts when firm prices are not set forth in the Agreement.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Consultant shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by the Consultant in the performance of services under this agreement, other than those owned or provided by the Port, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to the Port under this Agreement.
19. **NONDISCRIMINATION - TITLE VI COMPLIANCE:** The Port of Richland 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. Port 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.

**END OF SECTION**