REQUEST FOR PROPOSAL:
Port of Port Townsend
Contaminated Soil Reclamation

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REQUEST FOR PROPOSAL:
Port of Port Townsend
Boat Haven Contaminated Soil Remediation

1. Request for Proposal (RFP)
The Port of Port Townsend (PORT) is soliciting proposals for contaminated soil remediation services. The Port’s Boat Haven facility provides space for vessel repair and maintenance. Occasional discharge of petroleum hydrocarbons can occur during such activities requiring staff to manage disposal of the contaminated soils.

The facility has not experienced soil contamination that would designate as Hazardous Waste but is soliciting for contaminated soil remediation services for such contamination as well as for petroleum hydrocarbon contamination through this RFP. The Port would prefer that petroleum hydrocarbon contaminated soils undergo a process of thermal remediation and that the soil is reclaimed for other industrial use, however, the Port will consider all proposed remediation processes.

The PORT intends to contract for the management of contaminated soil removal and disposal for a period of one year with the option to renew the contract for an additional period of one year. A sample contract is attached.

All proposals must be submitted prior to 8:00AM on June 10th, 2015. Each proposal must include three (3) hard copies. PORT may request an electronic file of the proposal on either a thumb drive, DVD or CD.

Proposals to be addressed as follows:

Via US Mail: Port of Port Townsend, PO Box 1180, Port Townsend, WA 98368

Via Ground Delivery: Port of Port Townsend, 2701 Jefferson Street, Port Townsend, WA 98368

2. Contact Person
Questions relating to this project shall be addressed to:
Al Cairns, Environmental Compliance Officer
al@portofpt.com
(360) 301-2225

3. Background Information
Site Conditions
The Boat Haven is located at 2790 Washington St., Port Townsend, WA and the work site encompasses approximately 14 acres. Vessel work is conducted on a ¾ minus crushed surface gravel top course with an average depth of 7 inches and a 1 ¼ inch base course with an average depth of 10 inches.
Estimated Annual Volumes
In the past twelve months the Port has responded to three instances of accidental discharge of fuel and oily waste with an average twenty eight tons of material generated per incident. The PORT cannot guarantee a minimum or maximum annual volume of materials generated and the above estimate is given simply to assist PROPOSER in developing a proposal.

Material Characterization
For the purpose of this Request for Proposals, attached is the profile for materials created from an incident in April, 2015. This case narrative may be described as typical of the type and level of contamination likely to be caused by the work conducted in the facility.

4. Scope of Work
On an “on call” basis:
1. Assess site and direct PORT staff in material removal
2. Provide all necessary sampling and laboratory testing of excavated area and materials as necessary to determine adequate excavation area and to gain disposal site approval
3. Transport and store contaminated material off-site
4. Transport material to disposal site
5. Provide PORT with documentation of laboratory analysis and disposal manifest or other proof of lawful disposal of materials
6. Provide PORT with a single invoice for all services provided

PORT shall be responsible for on-site excavation and for loading of materials to PROPOSER’s transport equipment.

5. Time for Completion
PROPOSER must be able to respond to calls for service within 24 hours.

6. Addenda
Any addenda issued by the PORT prior to the scheduled time of opening the bids shall be acknowledged in the proposal that the Addenda was received and shall be made a part of any contract.

7. Withdrawal of Proposals
Any person or firm may withdraw the proposal by written request at any time prior to the scheduled time for the opening of the proposals.

8. Economy of Preparation
Proposals should be prepared simply and economically, providing a straightforward, concise description of the PROPOSER’s capabilities to satisfy the requirements of this Request. The PROPOSER shall be responsible for costs incurred in the proposal preparation and delivery.

9. Proposal Response Form
The PORT will only accept proposals on the attached RFP Response Form, excepting for a detailed schedule of labor rates and unit to be included within the submitted proposal. Responses should be based on the background information and other attachments as provided.
PORT may request additional information to further clarify, explain, or validate the contents of any response in this RFP. All information must be submitted to PORT in writing by the PROPOSER within three (3) working days of PORT’s request.

10. Evaluation Process
Proposals that are judged by PORT to be unresponsive or materially incomplete will be immediately rejected. Finalists will be selected from the remaining proposals.

PORT may request demonstration of equipment PROPOSER would use to complete scope of work. PORT shall not be responsible for any costs incurred by the PROPOSER during the selection process. PORT will perform whatever research it deems necessary into the PROPOSER’s history, financial viability, and references. The PROPOSER shall cooperate with PORT by providing appropriate information.

The PORT shall use the selection criteria, scoring scale and weighted factor in Table 1 as follows to determine the proposal most beneficial to the PORT:

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Score (scale of 1-5 with 5 having highest value)</th>
<th>Weighted Factor</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>General qualifications</td>
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<td>1</td>
<td></td>
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<tr>
<td>References</td>
<td></td>
<td>3</td>
<td></td>
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<tr>
<td>Examples of current service of a similar nature</td>
<td></td>
<td>2</td>
<td></td>
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<tr>
<td>History of regulatory compliance</td>
<td></td>
<td>2</td>
<td></td>
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<tr>
<td>Cost</td>
<td></td>
<td>1</td>
<td></td>
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</tbody>
</table>

11. Requirements
PORT has established certain requirements as specified in the Request. None of the requirements are designed to give any PROPOSER an advantage or disadvantage in the proposal process. PROPOSERS are encouraged to submit proposals even if the proposal does not meet the requirements as precisely stated. However, the proposal must state specifically which requirements are not met, and why this deviation should not be considered material or how the deviation will result in a larger benefit to the PORT.

12. Terms and Conditions
All proposals shall be good for not less than sixty (60) days from the date of the bid opening. PORT reserves the right to reject any and all proposals and to negotiate any particulars in the proposals received. Collusion between applicants is sufficient cause to disqualify all those involved.

PROPOSER should have no contact with other PORT personnel except as listed as the Contact Person for this RFP. Contact with other PORT personnel except as listed as the Contact Person for this RFP may be sufficient cause to disqualify all those involved.
All proposals and submittals will be considered final. No additions, deletions, corrections or adjustments will be accepted after the time of Proposal submittal.

An authorized officer of the company submitting the bid must sign all submissions.

PROPOSERS must submit three (3) copies of their proposal. All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by person signing the RFP.

PORT will not award the project to an individual or business having any outstanding amount due from a prior contract or business relationship with PORT or who owes any amount(s) for delinquent taxes, fees or licenses.

Proposals received after the designated time set for the receipt of the proposals will be considered as “Non-responsive” and a “Void”, and will not be considered.

The successful applicant is specifically denied the right of using in any form or medium the name of PORT for public advertising unless express written permission is granted.

All applicants must possess the necessary and appropriate business and/or professional licenses in their field. Successful PROPOSER shall be required to obtain a City of Port Townsend business license prior to start of work.

The PROPOSER agrees to hold PORT, their officers, agents and employees harmless from liability of any nature or kind.

The PROPOSER shall respond to these specifications as an independent contractor and not as an employee of PORT.
SAMPLE CONTRACT

Port of Port Townsend

Contract for Contaminated Soil Reclamation

THIS AGREEMENT is entered into between the Port of Port Townsend, hereinafter referred to as the "PORT," and _________________________________, hereinafter referred to as "CONTRACTOR", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. CONTRACTOR is retained by the Port to: Remove and dispose of contaminated soils in the Boat Haven stormwater system as described in the Request for Proposal documents.

2. Consultant Qualification. CONTRACTOR warrants that he/she has the required skills to perform the work specified in this agreement.

3. Scope of Services. Within 24 hours of a call for service from the PORT, CONTRACTOR shall initiate the following on-call services:
   a. Assess site and direct PORT staff in material removal
   b. Provide all necessary sampling and laboratory testing of excavated area and materials as necessary to determine adequate excavation area and to gain disposal site approval
   c. Transport and store contaminated material off-site
   d. Transport material to disposal site
   e. Provide PORT with documentation of laboratory analysis and disposal manifest or other proof of lawful disposal of materials

4. Time and Duration of Agreement. This contract shall be for the period __________, 2015 to __________, 2016. The PORT may, at its sole discretion, retain CONTRACTOR for an additional one (1) year period under the same terms and conditions. The PORT shall
notify CONTRACTOR within ninety (90) days of the expiration of the contract that it has opted for an additional one (1) year term.

5. **Payment.** CONTRACTOR shall be compensated as follows based on the Request for Proposals as attached.

6. **Compliance with laws.** CONTRACTOR shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this agreement.

7. **Prevailing Wages.**

The PORT is committed to complying with the Washington Public Works Act, Chapter 39.12 RCW entitled “Prevailing Wages on Public Works”, and Chapter 49.28 RCW entitled “Hours of Labor”. It is the PORT’s intention that the prevailing rate of wages be paid on all public works projects, regardless of the contract amounts. The responsibilities for adherence to the Public Works Act are specified in the Statement of Intent, Prevailing Wages in Public Works document. All contractors to the PORT shall be required to comply with the responsibilities outlined therein. CONTRACTOR shall pay all fees and obtain all forms and provide such information related to paying prevailing wages, applicable to this project, including STATEMENT OF INTENT TO PAY PREVAILING WAGES and AFFIDAVIT OF WAGES PAID forms.

A Statement of Intent to Pay Prevailing Wages and current prevailing wage rates for the work shall be posted on the work site. At the conclusion of the Contract, the CONTRACTOR and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification from the director has been received by the PORT that the prevailing wage requirements of the statute have been satisfied. The CONTRACTOR certifies that it has not been cited for two (2) violations within the last five (5) years, and is not prohibited from bidding on public works contracts. The CONTRACTOR further certifies that it will use no subcontractor who is prohibited.

8. **Hold Harmless and Indemnification.** CONTRACTOR shall indemnify, defend and hold harmless the PORT, its officers, agents and employees, from and against any and all
claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury, sickness, disease or death to persons, including injuries, sickness, disease or death to Consultant or damage to property occasioned by a negligent act, omission or failure of the Consultant.

9. **Independent Contractor.** CONTRACTOR and the PORT agree that CONTRACTOR is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. CONTRACTOR shall not be entitled to any benefits accorded PORT employees by virtue of the services provided under this agreement. The PORT shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the State Industrial Insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR.

10. **Assignment.** CONTRACTOR shall not sublet or assign any of the services covered by this agreement without the expressed written consent of the PORT.

11. **Drug-Free Workplace Policy.** The PORT has adopted a Drug-Free Workplace Policy that the workplace will be a drug free environment conducive to conducting the PORT’s business free from unlawful manufacture, distribution, dispensing, possession or use of controlled substances. This policy applies to PORT Commissioners, PORT employees, and contractors conducting business on PORT property.

12. **Equal Opportunity Policy.** All persons or entities performing work for the Port shall provide equal opportunity to all of its employees and applicants for employment and assure that there is no discrimination on the basis of race, color, region, national origin, sex, age, marital status, or physical disability unless based upon a bona fide occupational qualification. All persons or entities performing services for the PORT must insure that the foregoing extend to all areas of employment and to all relations with employees including recruitment, selection, placement, compensation, promotion and transfer, training, daily working conditions, awards and benefits, and all other terms and conditions of employment as provided for in state and national laws. CONTRACTOR hereby agrees to abide by applicable regulations during the course of this agreement.
13. **Termination.** The PORT reserves the right to terminate this agreement at any time by giving ten (10) days written notice to CONTRACTOR.

14. **Integrated Agreement.** This agreement together with attachments or addenda, represents the entire and integrated agreement between the PORT and CONTRACTOR and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both PORT and CONTRACTOR.

DATED this______ day of ________________ 2015.

CONTRACTOR

_______________________________________

Larry C. Crockett, Executive Director

APPROVED AS TO FORM:

_______________________________________

Port Attorney
Contaminated Soil Remediation
RFP Response Form

Proposer Information

The following information is requested from each PROPOSER submitting a proposal:

**Primary Contact**
- **Name:** _______________________________________
- **Title:** _______________________________________
- **Phone Number:** ________________________________
- **FAX Number:** ________________________________
- **Email Address:** ________________________________

Is this PROPOSER an individual, a partnership, or a corporation, organized and existing under the laws of the state of Washington? __________________________________________________

Does the PROPOSER have binding authority to enter into contracts? __________________________

Provide a brief history of your company.
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

How many people are employed by your company?
______________________________________________________________________________

Has your company ever been sued by a public sector customer? If so, please explain.
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Are there any lawsuits currently outstanding against your company? If any, please explain.
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Has your company been cited or fined for any environmental non-compliance in the past three (3) years? If yes, please give a detailed account of the violation and how it was resolved or if resolution is pending.
______________________________________________________________________________
Client References for Similar Work
PROPOSER to provide at least three (3) clients that most recently utilized PROPOSER’s services for similar work and a brief description of said work. Clients may be contacted by PORT personnel.

Client #1
Name:
Address:
Contact Person:
Contact’s Title:
Contact Person Phone:
Brief description of work:

Client #2
Name:
Address:
Contact Person:
Contact’s Title:
Contact Person Phone:
Brief description of work:

Client #3
Name:
Address:
Contact Person:
Contact’s Title:
Contact Person Phone:
Brief description of work:

Proposed Remediation Process for Petroleum Hydrocarbon Contaminated Soils
Provide a brief description of the proposed remediation process for petroleum hydrocarbon contaminated soils.
Proposed Remediation Process for Contaminated Soils Designating as Hazardous Waste
Provide a brief description of the proposed remediation process for contaminated soils that designate as hazardous waste.

Proposed Fee Schedule
Include a detailed schedule of the labor rates and unit costs that would be applicable to the scope of work described in the Proposed Remediation Processes above.

Personnel
List names, area of responsibility and years of experience of personnel used to conduct the work required under the proposal in Table 1 as follows:

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<tr>
<th>Employee Name</th>
<th>Area of Responsibility</th>
<th>Years of Experience</th>
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Addenda
PROPOSER to acknowledge receipt of any addenda issued by the PORT in Table 2 below:

<table>
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<tr>
<th>Addenda Number</th>
<th>Print Name</th>
<th>Signature</th>
<th>Date Received</th>
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Authorized Officer
The below signed declares that he/she is the authorized officer of the company submitting the RFP:

Name: __________________________________________
Signature: __________________________ Date: ________________, 2015