

**PORT OF ILWACO**  
**REQUEST FOR QUALIFICATIONS (RFQ)**  
**Boatyard Wash Water System**

**NOTICE**

The Port of Ilwaco is requesting Statement of Qualifications from qualified individuals or firms for civil engineering, permitting, bid documents, construction cost estimates, bid support and construction management services for a boatyard wash water system.

**SUBMISSION OF PROPOSAL**

To receive consideration, responses must be submitted in accordance with the following instructions:

1. All responsive submittals shall be sealed and delivered to the:

Port of Ilwaco  
c/o Guy Glenn, Manager  
165 Howerton Avenue  
PO Box 307  
Ilwaco, WA 98624  
[gglenn@portofilwaco.org](mailto:gglenn@portofilwaco.org)

2. Submit three (3) copies of the responses by 2:00 pm December 22, 2017; and
3. The envelop must be clearly marked "Statement of Qualifications – Boatyard Wash Water System"
4. Modifications to submissions may be submitted prior to the date and time specified for receipt of submissions; and
5. The Port reserves the right to reject any and all responses, and has the right, at its sole discretion, to accept the submittal it considers most favorable to the Port's interest and the right to waive minor irregularities in procedures.
6. The selected consultant shall be prepared to enter into the Agreement for Professional Services in Exhibit A. Any exceptions to this agreement shall be stated in the cover letter.

A link to all related bid materials, including Instructions to Submitters and a Sample Agreement for Professional Services can be found at [www.portofilwaco.com](http://www.portofilwaco.com).

Date: December 13, 2017

Guy Glenn, Manager  
[gglenn@portofilwaco.org](mailto:gglenn@portofilwaco.org)  
360-642-3143

# PORT OF ILWACO

## Boatyard Wash Water System

### INSTRUCTIONS TO SUBMITTERS

#### I. **INTRODUCTION AND BACKGROUND**

The Port of Ilwaco is requesting Statement of Qualifications from qualified individuals or firms for civil engineering, permitting, bid documents, construction cost estimates, bid support and construction management services for a boatyard wash water system to be located at 525 First Avenue South, Ilwaco in Pacific County, Washington.

#### II. **SCOPE OF SERVICES**

The Port wishes to install a wash water collection and treatment system with a sanitary sewer discharge pipe connected to the City of Ilwaco sanitary sewer system. Currently the boatyard does not have any sewer service. The scope of work includes the following:

- Design a system to collect wash water from the existing wash pad.
- Route the wash water through a pretreatment system, which is expected to consist of chemical coagulation or electro-coagulation. Selected consultant shall advise the Port on the most economic pretreatment system including initial capital investment and long term maintenance.
- Design the sanitary sewer infrastructure to allow for a pressurized discharge of pretreated wash water to the City sanitary system.
- Provide for additional connections to support the addition of bathrooms and utility sinks at the shop building in the future.

Construction of the sanitary sewer line is anticipated to require additional permits in order to satisfy any State Environmental Policy Act (SEPA) or Shoreline Master Program (SMP) requirements, including a potential Joint Aquatic Resources Permit Application (JARPA). Coordination and fulfillment of all required permits and approvals will be the responsibility of the selected consultant. The Port of Ilwaco will reimburse for all permit fees.

The selected consultant shall provide the design, construction drawings, estimation of construction cost, permitting and bid documents necessary to competitively bid the project. Services shall also provide for support to the Port of Ilwaco during bidding. This support shall include responding to bidder's request for information and any addendum required. During construction the consultant shall, at a minimum, meet with the Port

and contractor prior to commencement of construction, respond to any contractor request for information/clarifications, review show drawings, and observe the project at its completion.

### **III. PROPOSAL REQUIREMENTS AND RANKING CRITERIA**

Each Statement of Qualifications (SOQ) shall include the following:

#### **A. Cover Letter – 10 points**

All proposals must include a cover letter to the attention of Guy Glenn, Manager, signed by a person legally authorized to bind the consultant to its proposal. The letter shall include a brief overview of your approach to the project.

#### **B. Experience – 25 points**

Describe the specialized experience and technical competence of consultant and their team projects with similar scope. Identify recent experience and expertise with similar types of project including:

- Design of waste water pretreatment systems.
- Design of sanitary sewer transmission lines.
- Permitting with local jurisdictions.
- Obtaining State and Federal permits (if necessary) in sensitive areas. Specific history with SEPA and SMP is required.

#### **C. Project Team – 20 points**

Describe the proposed project team specifically identifying key members who will be assigned to the project and interacting with the Port. Provide project resumes for key team members.

#### **D. References – 10 points**

Please provide at least three references from public entities the individual or firm has worked with in the recent 5 years.

#### **E. Project Approach – 25 points**

Describe your teams understanding of the scope of work to be performed, overall approach to successfully complete the project efficiently and what about your approach is unique to your team.

#### **F. Project Schedule – 10 points**

Provide a conceptual timeline to the Port including design, permitting, bidding and construction of the project.

### **IV. GENERAL INFORMATION**

A. Selection Process

Additional information, interviews and or presentations may be required at the option of the Port. In no event shall the Port or its Board, Officers, or employees be liable for any costs incurred for the preparation of and participation in the submission of responses to this request or subsequent interviews of persons or firms.

B. Compliance with Rules

Submitters responding to this RFQ must follow its procedures and requirements. Failure to comply with any portion of this RFQ may result with the rejection of the SOQ.

C. Submittals Withdrawal

Any submittal may be withdrawn at any time before the submittal date and time by providing written request for the withdrawal to the Port Executive Director. A duly authorized representative of the submitting entity shall make the request. Withdrawal of a submittal will not preclude the submitter from filing a new SOQ as long as it's prior to the close date.

D. Appeals

Submitters who wish to appeal a disqualification of their submittal or the award of a contract may submit the appeal in writing to the Port Executive Director within five (5) business days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g. scoring by evaluators, or otherwise, is not subject to appeal.

E. Ownership of Documents

Any material submitted by a submitter shall become the property of the Port. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

F. Public Record

Except for exempt materials, all submitters and information submitted by submitters will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

G. Confidentiality of Information

All information and data furnished to the submitter by the Port and all other documents to which the submitter's employees have access during the preparation and submittal shall be treated as confidential by the Port. Any oral or written disclosure to unauthorized individuals is prohibited.

## Exhibit A

### Sample Agreement for Professional Services

## AGREEMENT FOR PERSONAL SERVICES

THIS AGREEMENT is made as of the [DAY]th day of [MONTH], 2017, by and between PORT OF [PORT], P. O. Box [#], [ADDRESS], [CITY], Washington [ZIP], hereinafter referred to as the PORT, and [CONSULTANT], [ADDRESS], [CITY], [STATE] [ZIP], a licensed corporation within the state of Washington, hereinafter referred to as the CONSULTANT.

WHEREAS the PORT seeks to enter into an agreement with the CONSULTANT to provide marketing services, hereinafter referred to as the "WORK".

NOW, THEREFORE, the PORT and CONSULTANT, in consideration of their mutual covenants herein, agree as set forth below.

### STANDARD TERMS AND CONDITIONS

SECTION 1. SERVICES: The CONSULTANT will provide personal services on a task by task basis. For each task the CONSULTANT will develop a scope of work that will include the work to be conducted under that task, the projected schedule for that task, the projected cost of that task, and a billing identifier for that task. These discrete submittals are hereinafter referred to as "Task Orders" and shall be approved by both the PORT and CONSULTANT prior to the start of any work on that Task Order. Each Task Order will be performed according to all the terms and conditions of this Agreement.

SECTION 2. TERM: The term of this agreement is from the date executed by both parties through December 31, 2018. This date may be extended by mutual agreement and amendment to this Agreement by the PORT and CONSULTANT.

SECTION 3. TERMS OF PAYMENT: The PORT will pay CONSULTANT for the services per the rates provided in Exhibit A, which is attached hereto and incorporated herein. Payment for services specified herein will be due and payable thirty (30) days after receipt of invoice unless otherwise specified herein. Payments under this Agreement shall not exceed [WRITTEN VALUE] dollars and no cents (\$[NUMBER VALUE]). This not-to-exceed amount may be increased by mutual agreement and amendment to this Agreement by the PORT and CONSULTANT.

Any monies not paid when due under this Agreement shall bear a finance charge at the rate of one percent (1%) a month on the balance until paid.

SECTION 4. TERMINATION: This Agreement may be terminated by the PORT upon thirty (30) days written notice without cause. CONSULTANT may terminate this Agreement upon thirty (30) days written notice in the event of substantial failure by the PORT to perform in accordance with the terms hereof. In the event of termination without cause by the PORT, CONSULTANT shall be paid for services performed to the termination notice date, but shall not be entitled to lost profits on uncompleted work.

**SECTION 5. JOB CONDITIONS:** The PORT shall give CONSULTANT free and unobstructed access at all times to the place where work is to be done.

**SECTION 6. DELAYS:** CONSULTANT shall not be responsible for delays or the inability to complete the services where occasioned by those items involving the actions or omissions of others.

**SECTION 7. EXTENSION:** At the discretion of the PORT, the PORT may request an extension of this agreement either through modification Section 2, Section 3 or both. Any such extension will only be done by written amendment to this agreement approved by both the CONSULTANT and the PORT.

**SECTION 8. STANDARD OF PERFORMANCE:** The standard of care for all professional consulting and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality.

**SECTION 9. INSURANCE:** CONSULTANT agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages for protection against claims arising out of the performance of services under this Agreement for which CONSULTANT is legally liable. CONSULTANT shall deliver to the PORT, prior to execution of the Agreement by the PORT and prior to commencing work, Certificates of Insurance as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificates shall provide that not less than thirty (30) days advance notice will be given in writing to the PORT prior to cancellation, termination or alteration of said policies of insurance.

**SECTION 10. HOLD HARMLESS:** CONSULTANT shall protect, hold free and harmless, and pay on behalf of the PORT (including its managers, elected and appointed officials and employees) all liability, penalties, costs, losses, damage, expense, causes of action, judgments (including attorney fees) resulting from injury or death, sustained by any person (including CONSULTANT's employees) or damage to property of any kind which injury, death, or damage arises out of the negligent acts or omissions or willful misconduct of CONSULTANT or CONSULTANT's employees, agents, or contractors in the performance of this Agreement. CONSULTANT's hold harmless agreement shall apply to any negligent act or omission, willful misconduct or negligence, whether passive or active, on the part of CONSULTANT, its agents, employees or contractors.

**SECTION 11. DISPUTES:** This Agreement shall be governed by and interpreted under the laws of the State of Washington. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Agreement that the form, venue and jurisdiction in that particular action shall be in Franklin County, Washington.

**SECTION 12. OWNERSHIP OF DOCUMENTS:** All electronic data, electronic files, and other related documents prepared by CONSULTANT pursuant to this Agreement shall be the property of the PORT.

**SECTION 13. AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto concerning the statement of work specified in Exhibit A, and each party acknowledges that there are no representations, covenants or understandings of any kind, manner or description whatsoever by either party to the other except as expressly set forth and hereinabove written.

**SECTION 14. CONSULTANT:** In performing services under this Agreement CONSULTANT shall operate as and have the status of an independent contractor and shall not act as or be an agent or employee of the PORT. For this reason, all of the CONSULTANT's activities will be at its own risk.

**SECTION 15. NOTICES:** Any notice required to be given under this Agreement shall be given by depositing in the U.S. Mail with certified postage prepaid to the address of the PORT or CONSULTANT, respectively, as set forth herein and shall be effective on the date of mailing as shown by the postmark or shall be given in writing served on an officer of the CONSULTANT or on the Executive Director of the PORT.

**SECTION 16. ATTORNEY FEES:** In the event of any dispute between the PORT and CONSULTANT arising out of or relating to this Agreement, the prevailing party shall be entitled, whether or not a suit, action, or arbitration proceeding is instituted, to recover all costs incurred in connection with the dispute, including without limitation reasonable attorneys' and expert witness fees, whether at trial, on appeal or denial of any petition for review, or in connection with enforcement of any judgment. "Prevailing party" shall be defined (1) as a claimant that is awarded net 51 percent of its affirmative claim, after any offsets for claims or counterclaims by the other party, and (2) as a defendant /respondent against whom a net award of 50 percent or less of a claimant's claim is granted. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

PORT:  
Port of [PORT]

CONSULTANT:  
[CONSULTANT]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: [NAME] \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager \_\_\_\_\_

Title: \_\_\_\_\_