



# **REQUEST FOR PROPOSALS**

## **State Route 432 Rail Realignment and Highway Improvements Project National Environmental Policy Act and State Environmental Policy Act Documentation and Preliminary Engineering**

**Request for Proposals Published: January 12, 2012**

**Proposals Due: February 16, 2012**

**Issued by:**

**Cowlitz-Wahkiakum Council of Governments**

**207 4<sup>th</sup> Avenue North – Administrative Annex**

**Kelso, WA 98626**

**(360) 577-3041**

## **Request for Proposals**

**Lead Agency: Cowlitz-Wahkiakum Council of Governments**  
**207 4<sup>th</sup> Avenue North – Administrative Annex**  
**Kelso, WA 98626**  
**(360)577-3041**

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**Project Manager**

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The Cowlitz–Wahkiakum Council of Governments is requesting proposals for professional engineering services for the SR 432 Rail Realignment and Highway Improvements Project National Environmental Policy Act and State Environmental Policy Act documentation and preliminary engineering tasks. The Cowlitz–Wahkiakum Council of Governments project needs are outlined in the following Request for Proposals.

Interested firms shall provide a formal request in writing only (email is acceptable) to Darlene Sharar when asking for additional information.

The deadline for Proposal submittal is Thursday, February 16, 2012 at 4 PM. The complete RFP can be found at [www.cwco.org](http://www.cwco.org).

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## *Cowlitz–Wahkiakum Council of Governments*

### *Request for Proposals for the*

### *SR 432*

### *Rail Realignment and Highway Improvements Project*

### *National Environmental Policy Act – (NEPA) and*

### *State Environmental Policy Act (SEPA) Documentation and Preliminary Engineering*

## **1.0 GENERAL INFORMATION**

The Cowlitz–Wahkiakum Council of Governments, hereby referred to as “CWCOG,” serves as the Metropolitan Planning Organization (MPO) for the Kelso–Longview–Rainier urbanized area. As the MPO, CWCOG conducts numerous regional transportation planning activities for the region. CWCOG is responsible for the development of Metropolitan and Regional Transportation Plans, Transportation Improvement Programs, the Unified Planning Work Program, transit studies, development of the regional travel forecasting model and other regional transportation studies, tasks and needs.

This Request for Proposals (RFP) is issued by CWCOG to seek Proposals (individually a “Proposal” and collectively, “Proposals”) from engineering firms and teams hereby referred to as (individually a “Proposer” and collectively, “Proposers”) interested in being evaluated for providing professional engineering services to complete the NEPA/SEPA process, documentation and associated preliminary engineering tasks for the SR 432 Rail Realignment and Highway Improvements Project, hereby referred to as “Project.”

CWCOG is responsible for the administration and management of the Successful Proposer contract. Although CWCOG has lead responsibility in conducting and managing the Project, this effort will be closely coordinated with the Washington State Department of Transportation (WSDOT), Cowlitz County, City of Kelso, City of Longview, Port of Longview, railroad operators and owners, the Project Executive Committee, the Project Technical Advisory Committee and the Project Advisory Group.

CWCOG Staff will be responsible for travel demand modeling requests and analysis. The exception is intersection analysis, for which the Successful Proposer will be responsible. CWCOG Staff will input traffic counts gathered by the Successful Proposer to provide the Project with travel demand model outputs for analyzing existing conditions and forecasting future demand. CWCOG Staff will coordinate with the Successful Proposer on model analysis and technical details. CWCOG travel demand model is operated on the VISUM platform.

Proposers must comply with this RFP during the procurement and in their responses. Proposers shall also take the Project goals and possible tasks identified in Sections 1.2, 1.3 and 3.6.2 into consideration in drafting their Proposals.

By submitting their qualifications, Proposers agree to be bound by the requirements outlined in this RFP. The Successful Proposer shall submit names of potential subcontractors to the CWCOG Project Manager for review and approval prior to entering into proposed subcontracts. The CWCOG Project Manager shall have the right to approve or reject subcontractors prior to execution of a contract with the Successful Proposer.

All forms identified in this RFP are found in the appendix unless otherwise noted. All times in this RFP are Pacific Standard Time (PST) or Pacific Daylight Savings Time (PDT), as applicable.

## **1.1 BACKGROUND**

The purpose of the SR 432 Rail Realignment and Highway Improvements Project is to improve rail and highway safety, mobility, capacity and provide congestion relief. The Project, if implemented, would accomplish this by modernizing rail and highway access routes on SR 432 and the rail lines within the Project area. It is estimated that the Project area encompasses SR 432 from the vicinity of Prudential Boulevard on the west, to 3<sup>rd</sup> Avenue/Industrial Way on the east. Rail improvements span from Barlow Point on the west to the Cowlitz River on the east connecting to the BNSF rail yard.

Cowlitz County's population has increased steadily over the past 100 years. The population has increased in size an average of 10 percent each decade. This growth is expected to continue. As a community grows, the existing rail and transportation systems often times become congested, experience an increase in collisions and a reduction in operational efficiency.

Between 2005 and 2010 along the SR 432 corridor study area, there were no fatal collisions. The collisions were a mix of property damage only (162) and injury collisions (131). The collision types were mainly fixed object and rear end, with some sideswipe, angle and turning collisions. The vast number of driveways along SR 432 have a negative impact on the safety and mobility of the corridor.

The industrial waterfront area is moving from a 1940's manufacturing era toward a modern, 21<sup>st</sup> century global bulk commodity trade center. The Port of Longview rail and highway access needs to be enhanced in order for the commodities to safely and efficiently enter and leave port marine terminals. The Columbia River Channel Deepening project improved river access for deep draft bulk commodity ocean-going ships to the port and adjacent industrial lands. WSDOT and BNSF passenger rail projects

improved portions of the rail line for passenger rail service. The remaining deficiencies are with the freight rail and highway transportation systems.

## **1.2 PROJECT GOALS**

CWCOG's primary goals in connection with this procurement and the Project include:

- 1) Developing engineering options to improve rail and highway safety, mobility, capacity and providing congestion relief;
- 2) Developing the environmental documentation to obtain final NEPA/SEPA project approval;
- 3) Developing the project such that functional phasing can allow subprojects to be constructed as funding becomes available; and
- 4) Updating the 2008 SR 432 Realignment Feasibility Study to reflect current and 2035 design horizon conditions for the study area rail and highway systems.

## **1.3 GENERAL PROJECT DESCRIPTION**

The purpose of the SR 432 Project is improving rail and highway safety, mobility, capacity and providing congestion relief. The Project, if implemented, will accomplish this by modernizing rail and highway access routes on SR 432 and the rail lines within the Project area. The Project includes the following key components:

- 1) Identifying and working with the Project stakeholder groups to determine future demands on the system;
- 2) Developing the Project purpose and need statement;
- 3) Developing the Project mission statement;
- 4) Developing the Project scope and completion timeline;
- 5) Providing rail and highway capacity analysis to support:
  - a) CWCOG's modeling and system analysis of the study area for current, opening year, and the 2035 Project design horizon;
  - b) The Project environmental documentation requirements;
  - c) Updating the 2008 SR 432 Realignment Feasibility Study to reflect current and 2035 design horizon conditions for the study area rail and highway systems;
  - d) Providing current traffic counts (am and pm peak) at Washington Way, California Way and the SR 432/SR 411 interchange ramps and mainline (if not available through WSDOT or the City of Longview or if traffic data was obtained prior to 2009);
  - e) Highway intersection traffic analysis for current, opening year, and 2035 design horizon conditions; and
  - f) Rail modeling and analysis for current and 2035 design horizon conditions.
- 6) Developing modifications to the existing rail and highway systems that will support the Project purpose and need, goals and the 2035 Project design horizon needs of: improving efficiency, safety, mobility, capacity and providing congestion relief;

- 7) Conducting a Value Engineering (VE) study for the Project in accordance with 23 CFR 627, FHWA's Value Engineering Policy, the WSDOT Design and Local Agency Guidelines (LAG) manuals;
- 8) Designing engineering options for the rail and highway corridor improvements to the level of sufficient detail to support the environmental process selection of the preferred engineering options to obtain final NEPA/SEPA documentation approval;
- 9) The Project design by the Proposer shall be in accordance with the required rail guidelines, WSDOT Design and LAG Manuals. It is CWCOG's intent to allow flexibility in design to accommodate processes, procedures and innovative techniques that are preferred by the Successful Proposer, as long as they are consistent with the Project purpose and need; site conditions; good engineering practices; the environmental decisions documents and permits; stakeholder endorsements; and other standards, guidelines and procedures identified in the rail, WSDOT Design and LAG Manuals;
- 10) Determining how traffic could be accommodated during construction of the various engineering options to the level of detail that will provide fatal flaw screening for constructability;
- 11) Developing and meeting all required environmental documentation and procedures, completing their associated discipline reports and ultimately obtaining final NEPA/SEPA approval from FHWA and if needed, the Federal Railroad Administration (FRA);
- 12) Proposers will demonstrate that the Project can be conducted on an expedited schedule without compromising quality;
- 13) The Successful Proposer's Project Manager and CWCOG Project Manager shall work together to develop a schedule for the Proposer to provide written progress reports, technical memorandums, reports and final reports to CWCOG. The Proposer shall provide any draft document and reports for review by CWCOG. Final report(s) will be submitted to CWCOG.
- 14) Coordinating quarterly updates for the Project Executive Committee, the Project Technical Advisory Committee, the Project Advisory Group, the CWCOG Board, the Cowlitz County Board of County Commissioners; WSDOT and
- 15) Involving and communicating with the public during the life of the Project.

Planning level estimates for the overall SR 432 Rail Realignment and Highway Improvements Project is roughly \$200 million. Understanding the reality of securing \$200 million all at one time, the Project will be designed to allow functional phased subprojects to be constructed as funding becomes available. The goal of the phased approach is to not require subprojects to be constructed in any specific order, although to maximize safety and mobility, some subprojects may need to be constructed in a specific order. The phased approach is proposed to allow for incremental funding, as it becomes available, which makes phasing of subprojects a prudent and cost effective choice.

## **1.4 PROJECT SCHEDULE**

The following schedule provides a timeline for the Project. The Successful Proposer will begin participation in these activities upon execution of a contract and preparation of a detailed Work Plan.

Contract Begins	March 2012
Ongoing Proposer Work	March 2012 – June 2014
Contract Ends	June 31, 2014

## **1.5 CONFIDENTIALITY/PUBLIC RECORDS ACT DISCLOSURE REQUESTS**

### **1.5.1 Ownership of Proposal and Applicability of Washington State Public Records Act – RCW 42.56**

Subject to the exceptions specified herein, all written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks and other graphic and visual aids submitted to CWCOG during this procurement process, whether included in the Proposal or otherwise submitted, become the property of CWCOG upon delivery to CWCOG and will not be returned to the Proposers.

All material submitted by Proposers, including Proposals are subject to the provisions of the Washington State Public Records Act and any other laws and regulations applicable to the disclosure of documents submitted under this RFP. Such laws govern CWCOG's use and disclosure of its records.

Proposers should familiarize themselves with the provisions of the Public Records Act requiring disclosure of public information and exceptions thereto. In no event shall CWCOG or any of its agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of any materials or information submitted in response to this RFP.

### **1.5.2 Disclosure Waiver**

Each Proposer, by submitting a Proposal to CWCOG in response to this RFP, consents to the disclosures described in this section and expressly waives any right to contest, impede, prevent or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing or delaying such disclosure, under the Public Records Act or any other law relating to the confidentiality or disclosure of information. Under no circumstances will CWCOG be responsible or liable to a Proposer or any other party as a result of disclosing any such material.

### **1.5.3 Litigation**

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the Proposers, CWCOG will be a stakeholder retaining the material until otherwise ordered

by a court or other such entity having jurisdiction with respect thereto and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that CWCOG reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by CWCOG in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by the Proposer(s) objecting to disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding or request for disclosure.

#### **1.5.4 Exceptions**

The foregoing will not preclude CWCOG from using ideas contained in the Proposal and will not preclude CWCOG from releasing information as required in connection with any protest filed under Section 5.

### **1.6 ERRORS**

If Proposer identifies any mistake, error or ambiguity at any time during the procurement process in any of the documents supplied by CWCOG, Proposer shall notify CWCOG of the recommended correction in writing in accordance with Section 3.2.

### **1.7 IMPROPER CONDUCT**

#### **1.7.1 Organizational Conflicts of Interest**

Proposers' attention is directed to the organizational conflict of interest rules found in 23 CFR § 636, Subpart A, including 23 CFR § 636.116, which apply to this procurement. Proposers are advised that 23 CFR section 636.116(a)(2) may preclude certain firms, their subsidiaries and affiliates from participating on a Proposer team. Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

By submitting its Proposal and signing and submitting Appendix B, B1 and B2, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, Proposer must make an immediate and full written disclosure to CWCOG that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, CWCOG may, at its sole discretion, cancel the procurement, disqualify Proposer with a conflict, or take other action as necessary to mitigate the conflict. If Proposer was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to CWCOG, CWCOG may pursue remedies including termination of the Contract, for default.

### **1.7.2 Participation on More than One Team**

To ensure a fair procurement process, Equity Participants, Major Participants and Guarantors of Proposer teams are forbidden from participating, in any capacity, including as a Guarantor, on another Proposer team during the course of the Project procurement. This prohibition extends to affiliated entities of Equity Participants, Major Participants and Guarantors. CWCOG reserves the right to disqualify any Proposer that fails to comply with this prohibition.

## **1.8 PROJECT FUNDING AND PAYMENTS**

### **1.8.1 Project Funding**

The budget for the Project is \$4,000,000 including the Successful Proposer and the Successful Proposer's subcontractors, both CWCOG and WSDOT Staff and agency time and all miscellaneous charges. The budgeted amount for the Successful Proposer contract is between \$3,000,000 and \$3,350,000.

The Project will be funded by:

- State Funding – Engrossed Substitute House Bill (ESHB) 1175, allocated \$2,000,000 in funding; and
- Federal Surface Transportation Program (STP) funds allocated \$2,000,000 in funding.

### **1.8.2 Project Payments**

The Successful Proposer will be paid no more than once a month for authorized and satisfactorily completed work and services as rendered under the Project contract. Such payment shall be full compensation for all eligible work and services rendered that are performed satisfactorily; and for all other eligible costs.

Following the WSDOT LAG Manual Chapter 31, Using Consultants, all expenses shall be detailed on invoices submitted by the Successful Proposer to CWCOG. Fees for services provided shall be detailed by date, type of service provided with the associated Master Deliverables List (MDL) codes, name and job title of provider, hours per type of service, hours per day, hourly rate and total per day. Reimbursable expenses shall be itemized and supported with copies of all invoices for all non-travel and travel reimbursable expenses.

An original invoice, with supporting documentation, must be received by the first day of the month to be paid by the last working day of the month. Invoices must be addressed to Darlene Sharar, CWCOG, Administrative Annex, 207 4<sup>th</sup> Avenue North, Kelso, WA 98626.

A current monthly and cumulative Project report noting all charges for the Successful Proposer and subcontractors detailed by date, type of service provided with the associated MDL codes, name and job title of provider, hours per type of service, hours per day, and hourly rate shall be provided with each Project payment request.

## **1.9 FEDERAL REQUIREMENTS**

### **1.9.1 General Obligations**

Proposers are advised that the Project will require the use of federal funds. Accordingly, applicable federal law and FHWA regulations will govern the Project's procurement and contract documents. CWCOG reserves the right to modify this RFP to address any concerns, conditions or requirements of the FHWA. Proposers shall be notified by addendum of any such modifications.

### **1.9.2 Nondiscrimination**

CWCOG encourages disadvantaged, minority and women-owned consultant firms to respond.

CWCOG, 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 proposers 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 respond to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Persons with disabilities may request this information be prepared and supplied in alternate forms by calling CWCOG collect at (360) 577-3041.

## **1.10 CHANGES IN A PROPOSER'S ORGANIZATION**

In order for a Proposer to remain qualified, Proposer's organization as identified in the Proposal must remain intact for the duration of the procurement process.

CWCOG will consider requests by Proposers to make changes in Proposers' organization based only on unusual circumstances beyond Proposer's control. If a Proposer needs to make changes in the Project team members identified in its Proposal, including, without limitation, additions, deletions, reorganizations, changes in equity ownership interests and/or role changes in or of any of the foregoing, Proposer shall submit to CWCOG a written request for approval of the change by the CWCOG Director.

If a request is made to allow deletion or role change of any team member identified in its Proposal, Proposer shall submit such information as may be required by CWCOG to demonstrate that the changed team meets the RFP criteria (pass/fail and technical). Proposer shall submit an original and five copies of each request package. CWCOG is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion.

## 2.0 REQUEST FOR PROPOSALS

This section describes requirements that all Proposers must satisfy in submitting Proposals. Failure of any Proposer to follow these requirements may result in rejection of its Proposal.

### 2.1 GENERAL SUBMITTAL REQUIREMENTS

CWCOG will not accept Proposals by facsimile or electronic transmission. Any Proposal that fails to meet the deadline or delivery requirement will be rejected and returned to the Proposer without having been opened, considered or evaluated.

#### 2.1.1 Proposal Due Date, Time and Location

The completed sealed Proposal shall be delivered to the following location prior to 4:00 p.m. Pacific Time, no later than the Proposal Due Date as set forth in Section 3.1.1.

Final Proposal submissions in connection with this RFP are to be addressed as follows:

Cowlitz–Wahkiakum Council of Governments  
Attn: Darlene Sharar  
207 4th Avenue North – Administration Annex  
Kelso, WA 98626

All correspondence shall be clearly labeled on the sealed container in the lower left hand corner:

**SR 432 Rail Realignment and Highways Improvement Project**  
**“To be Opened by CWCOG Authorized Representative Only”**

**Via Courier or Hand–Delivered:** Proposals delivered in person will be received only at CWCOG front desk at the address noted above and no later than the Proposal Due Date as set forth in Section 3.1.1. You will need to identify yourself as an “SR 432 Rail Realignment and Highway Improvements Project Proposer” to have your delivery stamped in.

#### 2.1.2 Signatures Required

The Proposal Letter (Appendix A, Form A) shall be signed in blue ink by all parties making up the Proposer and shall be accompanied by evidence of signatory authorization as specified in Appendix A, Form A.

#### 2.1.3 Consequences of Failure to Follow Requirements

Failure to use a sealed package or to properly identify the Proposal may result in an inadvertent early opening of the Proposal and may result in disqualification of the Proposer. Proposer shall be entirely responsible for any consequences, including disqualification of the Proposal, if CWCOG determines that Proposer did not follow the foregoing instructions. It is Proposer’s sole

responsibility to see that its Proposal is received as required. Proposals received after the date or time due will be rejected and returned to the Proposer without having been opened, considered or evaluated.

#### **2.1.4 Requirement to Submit a Compliant Proposal**

If the Proposal does not fully comply with the instructions and rules contained in this RFP, including the exhibits, it may be disqualified.

Each Proposal must be submitted in the official format, which is specified by CWCOG in this RFP. Proposer shall sign the original copy of the Proposal submitted to CWCOG. Multiple or alternate proposals may not be submitted.

Proposals may be considered non-compliant and may be rejected for any of the following reasons:

- 1) If the Proposal is submitted in form other than that specified by CWCOG; if it is not properly signed; if any part of the Proposal is missing from the Proposal package and/or if it otherwise does not meet the Proposal submittal requirements;
- 2) If CWCOG determines that the Proposal contains irregularities that make the Proposal incomplete, indefinite or ambiguous as to its meaning, including illegible text, omissions, erasures, alterations or items not called for in this RFP, or unauthorized additions;
- 3) If multiple or alternate Proposals are submitted or if the Proposal includes any conditions or provisions reserving the right to accept or reject an award or to enter into a Contract following award; and
- 4) Any other reason CWCOG determines the Proposal to be non-compliant.

## **2.2 PROPOSAL RESPONSE, FORMAT REQUIREMENTS AND DELIVERY**

### **2.2.1 Proposal Contents**

A proposal response document shall be submitted and shall include the following:

- 1) A Letter of Transmittal containing a statement addressing the required validity period (see Section 2.3) and a statement that the proposer has received, read and understands this Request for Proposals. See Appendix A for the form;
- 2) Table of Contents;
- 3) The names of individuals and the names of their firms, who will be working on the Project and their area(s) of responsibility;
- 4) The specific experience of individuals relative to the Project;
- 5) Request for Proposals;
- 6) Addenda to RFP (if applicable);
- 7) A written response addressing the items listed in Section 1.2, 2.4 and 3.6.2, noting a

proposed outline of tasks, products, Project schedule and percentage of involvement of team members required to complete each task or product using WSDOT MDL to define specific tasks with associated MDL codes;

- 8) A narrative or outline of the NEPA/SEPA process and experience in completing this task;
- 9) A narrative of the Proposer's experience conducting and participating in VE studies;
- 10) A narrative on the Proposer's public and agency involvement strategy; and
- 11) A minimum of five (5) relevant client references, stating the name and phone number of the individual to be contacted for each reference. References should include a written description of the work performed and the year. Only recently completed projects will be considered. Do not include projects completed prior to 2006.

CWCOG shall not be liable for any expense incurred in the preparation of responses. All responses and submissions will become the property of CWCOG and will not be returned to the Proposer.

### **2.2.2 Proposal Organization**

The Proposer shall organize the Proposal using the following section headings, order of documents, and maximum number of pages:

**Table 1 – Proposal Organization**

Section	Section Title and Required Information	Maximum Pages
1	Letter of Interest	
	Letter of Interest	3
2	Management Team	
	Address each of the six Qualifications Categories as described in Section 3.6.1.	As required
3	Key Personnel	
	Address each of the six qualification categories as described in Section 3.6.1	
4	Project Development	
	Address the requirements of Sections 1.3 and 2.4 and each of the six Qualifications Categories as described in Section 3.6.1.	As required
	<b>Total maximum number of pages</b>	<b>25</b>
Appendix A	Forms	
	Form A, Acknowledgment of Receipt of Addenda	1
Appendix B	Legal Information	
	Legal structure and supporting documents. If a joint-venture, include statement of joint and severable liability. Also include Conflict of Interest Information in this appendix..	As required
Appendix C	Resumes and Project Reference Information	
		As required

### 2.2.3 RFP Submittal Quantities

Each Proposer must provide CWCOG with the following:

- 1) **One original unbound Proposal** bearing original signatures;
- 2) **One electronic copy of the Proposal in PDF (Adobe Acrobat version 8 or higher) format, on a CD or jump drive**, with the sections and subsections bookmarked; and
- 3) **Twelve bound hard copies** of the Proposal.

Each Proposal shall be labeled to indicate its contents. The original Proposal shall be clearly identified as “original” on its front cover in colored ink; each copy of the Proposal shall be unbound and identified on its front cover, in the upper right-hand corner, shall be sequentially numbered, labeled and bound as “Copy X of 12 Copies.”

- The unbound original, the bound copies, and the CD or jump drive shall be packed together in one sealed package for delivery to CWCOG. The outside of the sealed package shall be clearly identified, labeled and addressed as identified in Section 2.1.1.

Failure to comply with these requirements may result in rejection of the proposal.

#### 2.2.4 Format

The Proposal shall contain concise written material that enables a clear understanding and evaluation of both the capabilities of Proposer and the benefits of the Proposal. Legibility, clarity and completeness of the Proposal are essential. The Proposal evaluation process will focus on the body of the Proposal and any required appendices and exhibits.

- **Language:** All information shall be in the English language using English units and measurements in accordance with WSDOT standards.
- **Type Font:** All narrative text shall be in a regular style font at a minimum of 12 points in size (except that tables, figures and schedules may use a 10–point font) and single–spaced. Pages may be printed double–sided. The type style and size of headings and figures are not prescribed.
- **Photos:** No photos will be allowed except on the cover of the submittal.
- **Power Point:** No Power Point presentations will be allowed.
- **Page Size: All information,** except for charts, exhibits and other illustrative and graphical information, shall be printed on 8.5–inch x 11–inch paper. Charts, exhibits and other illustrative and graphical information may be on 11–inch x 17– inch paper, but shall be folded to 8.5–inch x 11–inch and will be counted as one sheet.
- **Page Margins:** No text, tables, figures or other substantive content shall be printed within 0.75 inch of any page edge.
- **Page Limit:** Page limits are described in Section 2.2.2 of this RFP. The submittal shall only include information required by this RFP. No other information will be considered in the evaluation of the Proposals.
- **Dividers:** Section dividers shall contain the section number and/or section title. Each section, including appendices, exhibits and forms, must be separately and clearly tabbed. No other text is permitted on the dividers. The dividers will not be counted toward the allowable page total.
- **Binding:** Each copy of the Proposal shall be bound separately with all pages in a binder sequentially numbered. The original Proposal shall be unbound with all pages sequentially numbered.
- **Front Cover:** The front cover of each Proposal shall be labeled with the Proposer’s name, address and phone number, along with the following language: “Request for Proposal, SR 432 Rail Realignment and Highway Improvements Project, [date of submittal]” and RFP due date.

## 2.3 VALIDITY PERIOD

The Proposal shall be considered as a current and valid offer to undertake the work, subject to successful negotiation of a contract, for a period of at least ninety (90) days and shall contain a statement to that effect.

## 2.4 UNDERSTANDING OF PROJECT BY PROPOSER

The Proposer shall provide a narrative demonstrating the Proposer's understanding of the Project and the Proposer's role.

The Proposal shall address how the Proposer will complete the following possible tasks:

- 1) Identifying and working with the Project stakeholder groups to determine future demands on the system;
- 2) Developing detailed Project purpose and need statement;
- 3) Developing the Project mission statement;
- 4) Developing the Project scope;
- 5) Providing rail and highway analysis to support:
  - a) CWCOGs modeling and system analysis of the study area for current, opening year, and the 2035 Project design horizon;
  - b) The Project environmental documentation requirements;
  - c) Updating the 2008 SR 432 Realignment Feasibility Study to reflect current and 2035 design horizon conditions for the study area rail and highway systems;
  - d) Providing current traffic counts (am and pm peak) at Washington Way, California Way and the SR 432/SR 411 interchange ramps and mainline (if not available through WSDOT or the City of Longview or if traffic data was obtained prior to 2009);
  - e) Highway intersection traffic analysis for current, opening year, and 2035 design horizon conditions; and
  - f) Conduct rail modeling and analysis for current and 2035 design horizon conditions.
- 6) Developing modifications to the existing rail and highway systems that will support the Project goals and the 2035 Project design horizon needs of: improving efficiency, safety, mobility, capacity and providing congestion relief;
- 7) Conducting a Value Engineering (VE) study for the Project in accordance with 23 CFR 627, FHWA's Value Engineering Policy, the WSDOT Design and Local Agency Guidelines (LAG) manuals;
- 8) Developing NEPA/SEPA documentation, their associated discipline reports, and ultimately obtaining final NEPA/SEPA approval;
- 9) Designing engineering options for the rail corridors and associated highway corridors to the level of sufficient detail to support the environmental process selection of the preferred engineering options to obtain final NEPA/SEPA documentation approval;

- 10) Coordinating quarterly updates for the Project Executive Committee, the Technical Advisory Committee, the Users Group and WSDOT;
- 11) Conducting public involvement during the life of the Project; and
- 12) Developing the Project completion timeline.

The Project Manager for the Proposer will be responsible for ensuring that the appropriate Proposer staff and resources are utilized to provide expertise in completing the Project in accordance with the project timeline.

## **2.5 QUALIFICATIONS OF PROPOSER**

The Proposer shall describe the depth of its team's relevant experience and skills, relating that experience to the Proposer's understanding of the Project. The Proposer shall emphasize the direct and related experience of its team's project personnel (not the reputation or experiences of the firms with which they are associated) to the Project.

### **2.5.1 Project Team**

The Proposal shall include a description of the project team, including the project manager, and an organizational chart showing responsibilities and decision-making authority. Project team members are to be identified by name, job title, fields of expertise, specific responsibilities on the project, as well as estimated percentage of participation in the project using WSDOT MDL task codes. The project manager named in the proposal and present during evaluation interviews shall remain the same, unless a change is approved according to Section 1.10, throughout the length of the Project. Resumes for Project personnel are also to be included.

## **2.6 AVAILABILITY**

A statement of other work currently underway or anticipated to be in progress during the time frame of this Project shall be included and show how the Proposer intends to schedule projects so this project is accomplished as well. Refer to Section 1.7 regarding possible conflict of interest.

## **3.0 PROCUREMENT PROCESS**

### **3.1 PROCUREMENT METHOD**

CWCOG will use the RFP process to select a Proposer to deliver the Project. This RFP is to solicit information from interested Proposers in the form of Proposals. The Project Executive Committee for the Project will evaluate and score submitted Proposals to determine the three (3) most highly qualified Proposers to successfully deliver the Project. The evaluation and scoring process to be used for the Project is detailed later in this section. The Project Executive Committee will short-list the three (3) most highly qualified Proposers and conduct interviews if deemed necessary.

### 3.1.1 Procurement Schedule

The following represents the current procurement schedule:

**Table 2 – Procurement Schedule**

Action	Date	Time
RFP Issued	January 12, 2011	4:00 PM
Last date for proposers to submit name of Proposer Project Manager	January 19, 2012**	4:00 PM
Voluntary meeting for submitters	January 19, 2012**	5:00 – 7:00 PM
Deadline for submitting RFP questions	February 2, 2012**	4:00 PM
Deadline for CWCOG response to Proposer’s questions	February 9, 2012**	4:00 PM
Proposals due	February 16, 2012**	4:00 PM
Interviews *	February 29, 2012**	4:00 PM
Best proposer announced	March 7, 2010**	4:00 PM
Contract awarded	TBD	TBD

\*short listed teams only, if needed

\*\* dates may change

All dates set forth above and elsewhere in this RFP are subject to change, in CWCOG’s sole discretion, by addendum.

## 3.2 QUESTION AND RESPONSE PROCESS AND ADDENDA

### 3.2.1 Questions and Responses Regarding this RFP

Proposers shall be responsible for reviewing this RFP and any Addenda issued by CWCOG prior to the Proposal Due Date and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which Proposer fails to understand. Failure of Proposer to so examine and inform itself shall be at its sole risk and no relief or error or omission will be provided by CWCOG. Proposers shall submit and CWCOG will respond to written requests for clarification in accordance with this Section. To the extent written responses are provided, they will be considered part of the Contract Documents.

CWCOG will only consider comments or questions regarding this RFP, including requests for clarification and requests to correct errors, if submitted by a Proposer’s Project Manager to the CWCOG Authorized Representative by hard copy, facsimile, email or other electronic transmission in the prescribed format.

Such comments or questions may be submitted at any time prior to the applicable last date specified in Section 3.1.1 or such later date as may be specified in any addendum. Questions and comments, including requests for clarification or interpretation, shall:

- 1) Be written;
- 2) Be sequentially numbered;

- 3) Specifically reference the relevant RFP section and page number, unless such request is of general application (in which case the request for clarification shall so note); and
- 4) Not identify the Proposer's identity in the body of the question.

No telephone, voice mail or oral requests will be considered. Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project. No requests for additional information or clarification to any person other than CWCOG Authorized Representative will be considered. Questions may be submitted only by the Proposer Project Manager and must include the name of the Project Manager, name of the Proposer, address, telephone and facsimile numbers.

CWCOG responses will be in writing. These will be made available to all Proposers on the CWCOG Project website.

### **3.2.2 Addenda**

CWCOG reserves the right, in its sole discretion, to revise, modify or change this RFP and/or procurement process at any time before the Proposal due date. Any such revisions will be implemented through issuance of addenda to this RFP. Addenda will be posted on the CWCOG website and Proposers will be notified of the issuance of such addenda. If any addendum significantly impacts this RFP, as determined in CWCOG's sole discretion, CWCOG may change the Proposal due date. The announcement of such new date will be included in the addendum. In addition, if the last date for Proposer to submit questions regarding this RFP have occurred or have changed, the addendum will indicate the latest date for submittal of any clarification requests concerning the addendum.

Proposer shall acknowledge in its Proposal Letter (see Appendix A, Form A) receipt of all addenda and question and answer responses. Failure to acknowledge such receipt may cause the Proposal to be deemed non-responsive and be rejected. CWCOG does not anticipate issuing any addenda later than five (5) business days prior to the Proposal due date. However, if the need arises, CWCOG reserves the right to issue addenda after such date. If CWCOG finds it necessary to issue an addendum after such date, then any relevant processes or response times necessitated by the addendum will be set forth in a cover letter to that specific addendum.

## **3.3 PRE-PROPOSAL MEETING**

### **3.3.1 Informational Meeting**

CWCOG intends to hold one joint informational meeting with all Proposers prior to the Proposal Due Date. The informational meeting is voluntary. The meeting will be held in person at the date and time noted in Section 3.1.1 at the following location:

Cowlitz County Administration Building  
General Meeting Room – 3<sup>rd</sup> Floor  
207 4<sup>th</sup> Avenue North  
Kelso, WA 98626

During the meeting, Proposers may ask questions and CWCOG may provide responses. However, any responses provided by CWCOG during the meeting may not be relied upon unless questions were submitted in writing and CWCOG provided written responses in accordance with Section 3.2. The meeting questions and CWCOG responses will be provided in writing to all Proposers.

Each Proposer is encouraged to attend the informational meeting with appropriate members of its proposed Project team.

Nothing stated at the informational meeting or included in the written record of the meeting will modify this RFP unless it is incorporated in an addendum issued pursuant to Section 3.2.2.

### **3.3.2 Statements at Meetings**

Nothing stated at general meetings or included in a written record or summary of a meeting will modify any other part of this RFP unless it is incorporated in an addendum issued pursuant to Section 3.2.2.

## **3.4 EVALUATION AND POST SELECTION PROCESS**

CWCOG intends to select the best qualified Proposer, considering technical and other factors described in this Section. The intent of CWCOG in this evaluation process is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all legal requirements governing this procurement.

The verbiage used in each Proposal will be interpreted and evaluated based on the level of commitment provided by the Proposer. Tentative commitments will be given no consideration. For example, phrases such as “we may” or “we are considering” will be given no consideration in the evaluation process since they do not indicate a firm commitment.

The Proposal evaluation process will include an initial review of each Proposal for responsiveness and pass-fail criteria, followed by a subsequent responsiveness and qualitative evaluation of the Proposal and a best qualified Proposer determination. The steps in the process and evaluation criteria are set forth in Sections 3.4, 3.5 and 3.6. The evaluation and selection process is subject to modification by CWCOG, in its sole discretion.

The evaluation process will involve the following steps:

- 1) CWCOG Staff will conduct a pass/fail review of Proposals;
- 2) CWCOG Project Executive Committee, with assistance from advisory groups as they deem necessary, will:

- a) Evaluate the Proposals and determine which Proposer is the best qualified Proposal based on the specific evaluation criteria set forth herein;
  - b) If warranted conduct interviews of the top three Proposers; and
  - c) Provide a recommendation to CWCOG to award the Contract to the best qualified Proposer.
- 3) CWCOG will issue a Letter of Intent to Award the Contract to the Successful Proposer. The details of the evaluation and selection process are set forth more fully in Sections 3.5 and 3.6.

#### **3.4.1 Organization of the CWCOG Evaluation Committee and Technical Advisors**

The Project Executive Committee will be comprised of representatives from WSDOT, the City of Longview, Port of Longview, Cowlitz County PUD and Cowlitz County. The primary responsibility of the technical advisors will be to assist the committee in making an educated and informed assessment of the individual strengths and weaknesses of the Proposals.

### **3.5 PASS/FAIL AND RESPONSIVENESS EVALUATION**

After the RFP due date has passed, CWCOG will review the Proposals. The review of the Proposals will consist of:

- 1) The Proposal's conformance to the RFP instructions regarding organization and format and responsiveness to the requirements set forth in the RFP; and
- 2) The pass/fail criteria set forth below.

#### **3.5.1 Pass/Fail Criteria**

Based on the pass/fail criteria set forth below, any Proposer that fails to achieve a passing score on any of the pass/fail portions of the evaluation may not be eligible for recommendation for award.

Once the submittal due date has passed, the Proposal will be reviewed to determine:

- 1) If the Technical Proposal was properly delivered;
- 2) If the Proposal is in conformance with the RFP instructions regarding organization and format and responsiveness to the requirements set forth in the RFP;
- 3) If CWCOG has substantial evidence of collusion by the Proposers;
- 4) If the Proposer added any provision reserving the right to accept or reject an Award or Contract;
- 5) If the Proposer failed to provide a completed and signed Form A; and
- 6) If the Proposer failed to provide all the requested forms.

Proposals considered responsive pursuant to this Section may still be rejected as non-responsive at a later date if the Proposer fails to satisfy such additional responsiveness requirements as are specified elsewhere in this Section.

### 3.5.2 Project Proposal

CWCOG Staff will determine whether or not Project Proposals are responsive and communicate said determination to the Project Executive Committee.

CWCOG Staff's determination of responsiveness in no way relieves the Proposer from meeting all contact requirements as part of this contract.

Those Proposals not responsive to this RFP, or that do not pass the pass/fail criteria, may be excluded from further consideration and Proposer will be so advised. CWCOG may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation. CWCOG reserves the right to waive minor informalities, irregularities and apparent clerical mistakes, which are unrelated to the substantive content of the Proposals.

## 3.6 EVALUATION OF PROJECT PROPOSAL BY THE SR 432 PROJECT EXECUTIVE COMMITTEE

After completion of the pass/fail and responsiveness review, the Project Proposal will be evaluated by the Project Executive Committee based on the factors set forth below:

### 3.6.1 Project Proposal Evaluation Qualifications Categories

The evaluation criteria for the Project Proposal are as follows:

**Table 3 – Qualifications Categories**

Scoring Element	Qualifications Categories						Total Score
	Environmental Documentation and Approval Process	Community and Public Outreach	Rail Design, Modeling and Analysis	Highway Design, Modeling and Analysis	Rail and Highway Design - Structural	Understanding of Federal Highway Administration Regulations and Rules	
Key Personnel	0-50	0-50	0-50	0-50	0-50	0-50	0-300
Firm Experience	0-150	0-50	0-75	0-75	0-75	0-75	0-500
Project Development	0-75	0-25	0-25	0-25	0-25	0-25	0-200
Total Score	0-275	0-125	0-150	0-150	0-150	0-150	0-1000

### 3.6.2 EVALUATION CRITERIA

The Project Executive Committee shall review the qualifications and proposed work scope in accordance with the following criteria:

Capabilities of Proposer Project Team:

- 1) Experience in rail systems modeling;
- 2) Experience in railroad engineering for rail infrastructure design;
- 3) Experience in rail signalization and crossing control systems;
- 4) Experience in storm drainage engineering, hydrologic analysis, hydraulic analysis and preparation of technical information reports and similar documentation;
- 5) Experience in civil engineering for highway infrastructure;
- 6) Experience in structural engineering for highway and rail bridge design;
- 7) Experience in traffic engineering for traffic analysis and signal design;
- 8) Experience with lighting and electrical supply systems, utility relocations, and storm drainage, etc.;
- 9) Experience in travel demand modeling and simulation, using VISUM and VISSIM software;
- 10) Experience in intersection analysis;
- 11) Experience in geotechnical engineering for geotechnical analysis associated with construction of new and replacement infrastructure;
- 12) Experience in cultural resource inventories and analysis associated with new and replacement infrastructure;
- 13) Experience in compliance with federal and state funding sources;
- 14) Experience with NEPA/SEPA processes;
- 15) Experience with leading and participating in VE studies;
- 16) Ability to achieve final NEPA/SEPA project approvals;
- 17) Experience in transportation planning to understand land use impacts on the highway and rail infrastructure;
- 18) Experience in the climate change requirements as they would relate to the Project;
- 19) Experience with bulk commodities transport and logistics.
- 20) Project understanding, familiarity with area and approach; and
- 21) Experience in public outreach and involvement, including experience coordinating and facilitating multiple jurisdictions and partners, businesses, and interest groups and experience in facilitation.

### **3.7 REQUESTS FOR CLARIFICATION**

CWCOG may at any time issue one or more requests for clarification to the individual Proposers, requesting additional information or explanation from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal. Proposers shall respond to any such requests within two business days (or such other time as is specified by CWCOG) from receipt of the request. The scope, length and topics to be addressed in clarifications shall be prescribed by and subject to the discretion of CWCOG.

### **3.8 AWARD OF CONTRACT**

The contract award process begins with the selection of the best qualified consultant based on evaluation of the qualification received and oral interviews and discussions. Once a selection has been made the consultant will be notified in writing. The successful consultant will prepare, in consultation with the agency, the standard Local Agency Standard Consultant Agreement and associated exhibits.

As part of the preparation of the standard Local Agency Standard Consultant Agreement the consultant shall prepare their scope of work with the associated hours and rates. Following LAG Manual Chapter 31, Using Consultants, this proposal will be presented to and negotiated with CWCOG to determine the final hours and rates for the Project. Once the negotiations have been finalized, the Local Agency Standard Consultant Agreement and exhibits will be prepared for signature by all parties and approval through WSDOT.

The contract will be awarded upon execution of the Local Agency Standard Consultant Agreement.

### **3.9 FINALIZATION OF CONTRACT DOCUMENTS; POST- SELECTION PROCESS**

#### **3.9.1 Documents to be Submitted Following Intent to Award**

As a condition precedent to final award of the Contract, the successful Proposer shall deliver the following to CWCOG within ten (10) days after notification of conditional award.

- 1) Evidence that Proposer, each member of Proposer's team and each member of other Major Participants that will transact business in the State are authorized to do so no earlier than 30 days prior to the Proposal Due Date. Such evidence may be in the form of:
  - a) a certification of good standing from the state of its organization, if such Proposer or Proposer team member is not organized or formed in the State of Washington;
  - b) a Certificate of Status from the Washington State Secretary of State; or
  - c) other evidence acceptable to CWCOG.
- 2) If not previously submitted, a copy of the final organizational documents for company, partnership, or joint venture. The final form of the organizational documents may not differ materially from the draft organizational documents included in the Proposal.

## 4.0 COMMUNICATIONS

This RFP will be available to Proposers in electronic format on the CWCOG website. Proposers will check the site regularly for addenda to this RFP and for other procurement related information.

### 4.1.1 CWCOG Authorized Representative

CWCOGs Authorized Representative is noted below:

Darlene K. Sharar  
Project Manager  
E-mail: [dsharar@cwco.org](mailto:dsharar@cwco.org)  
Cowlitz–Wahkiakum Council of Governemnts  
Southwest Washington RTPO  
207 4th Avenue North – Administration Annex  
Kelso, WA 98626

From time to time during the procurement or during the term of the Contract, CWCOG may designate another Authorized Representative(s) to carry out some or all of CWCOG’s obligations pertaining to the Project.

### 4.1.2 Designation of Proposer Project Manager

On or before the date identified in Section 3.1.1, Proposer shall submit to CWCOG the name, address and email address of the Project Manager for the Project who will also act as the contact with CWCOG. The Project Manager will be the Proposer representative who is authorized to receive documents, notices and addenda and act on behalf of Proposer relating to this procurement. Proposer shall further notify CWCOG of any changes in the Proposer Project Manager address for any notices for addenda to be sent to Proposer by CWCOG. Failure to identify and request changes to a Proposer Project Manager in writing may result in the Proposer failing to receive addenda or other important communications from CWCOG. CWCOG is not responsible for any such failure.

### 4.1.3 Rules of Contact and Ex-Parté Communications

From the date of issuance of this RFP, the rules of contact provisions are applicable to this procurement; the following rules of contact shall apply.

- 1) No Proposer nor any of its team members may communicate with another Proposer or its team members with regard to this RFP or either team’s Proposal, except that:
  - a) Subcontractors that are shared between two or more Proposer teams may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams; and

- b) This prohibition does not apply to public discussions regarding this RFP at any CWCOG sponsored informational meetings.
- 2) Each Proposer shall designate a Proposer Project Manager who is responsible for contacts with CWCOG and shall correspond with CWCOG regarding this RFP only through CWCOG's Authorized Representative.
  - 3) Commencing with the issuance of this RFP and continuing until award of a contract for the Project (or cancellation of the procurement), no Proposer or representative thereof shall have any ex-parté communications regarding this RFP or the procurement described herein with any member of the CWCOG Staff, Project Executive Committee, Project Technical Advisory Committee or Project Advisory Committee, except for communications expressly permitted by this RFP or as approved in advance by CWCOG's Authorized Representative, in his/her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to this RFP or participation in CWCOG public meetings or any public workshop related to this RFP.
  - 4) Any verified allegation that a Proposer, Proposer team member, an employee, agent, advisor or consultant of a Proposer or Proposer team member has engaged in such prohibited communications or attempted to unduly influence the selection process may be cause for the Project Executive Committee or CWCOG Director to disqualify the Proposer or to disqualify the Proposer team member from participating with the Proposer team. Any communications determined by CWCOG, in its sole discretion, to be improper may result in disqualification.
  - 5) Any official information regarding the Project will be disseminated in writing and/or placed on the CWCOG website, on CWCOG letterhead and signed by the CWCOG Director, and CWCOG's Authorized Representative or designee.
- 6) CWCOG will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

Proposer shall note that no correspondence or information from CWCOG or anyone representing CWCOG regarding this RFP or the Proposal process in general shall have any effect unless it is in compliance with Section 3.2.

#### **4.1.4 Language Requirement**

All correspondence regarding this RFP is to be in the English language. If any original documents required for the Proposal are in any other language, Proposer shall provide a certified English translation, which shall take precedence in the event of a conflict with the original language.

## 5.0 PROTESTS

This section sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest as contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive, unless arbitrary and capricious. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposer. Such waiver and agreement by each Proposer are also consideration to each of the other Proposers for making the same waiver and agreement.

Protests concerning the issues described in **Section 5.1 (a)** may be filed only after Proposer has informally discussed the nature and basis of the protest with the CWCOG Director, following the procedures for those discussions prescribed in this RFP, in an effort to remove the grounds for protest.

Protests shall be filed in writing and shall be hand-delivered or submitted by courier to the Protest Official at CWCOG. The Protest Official is identified as:

Steve Harvey, Director  
Cowlitz–Wahkiakum Council of Governemnts  
Southwest Washington RTPO  
207 4<sup>th</sup> Avenue North – Administration Annex  
Kelso, WA 98626

The failure of a Proposer to raise the grounds for a protest regarding this RFP within the applicable period shall constitute an unconditional waiver of the right to protest the terms of this RFP and shall preclude consideration of that ground in any protest of qualification of a Proposer, unless such ground was not and could not have been known to the Proposer in time to protest prior to the final date for such protests.

Every effort will be made by CWCOG to resolve disputes relating to Proposer selection. The option of informal mediation may be used for resolution. Any firm may file a written complaint with CWCOG's Director. Upon receiving the written complaint, the CWCOG Director will determine the most reasonable way to resolve the dispute.

### 5.1 APPLICABILITY

This Section sets forth the exclusive protest remedies available with respect to this RFP and prescribes exclusive procedures for protests regarding:

- 1) Allegations that the terms of this RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed CWCOG authority;
- 2) A determination as to whether a Proposal is responsive to the requirements of this RFP and/or pass/fail criteria, as applicable; and
- 3) Award of the Contract.

## **5.2 DEADLINES FOR PROTESTS**

### **5.2.1 RFP Protests**

Protests concerning the issues described in **Section 5.1** must be filed as soon as the basis for the protest is known to the Proposer, but in any event the protest must be received no later than ten (10) calendar days prior to the Proposal due date, unless the protest relates to an addendum to this RFP, in which case the protest must be filed no later than five (5) business days after the addendum is issued (but in any event, prior to the Proposal due date, if earlier).

### **5.2.2 Responsiveness or Pass/Fail Determinations**

Protests concerning the issues described in **Section 5.1** must be filed no later than five (5) business days after receipt of the notification of non-responsiveness or failure to pass all pass/fail criteria.

### **5.2.3 Contract Award**

Protests concerning the issues described in **Section 5.1** must be filed no later than ten (10) days after the earliest notification of intent to award and the public announcement of the Successful Proposer.

## **5.3 CONTENT OF PROTEST**

Protests shall completely and succinctly state the grounds for protest, its legal authority and its factual basis and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

## **5.4 FILING OF PROTEST**

Protests shall be filed by hand delivery on or before the applicable deadline to the address specified above in Section 5.0, as soon as the basis for protests is known to Proposer. Proposer filing the protest shall concurrently submit a copy of the protest to the other Proposers whose addresses may be obtained from CWCOG.

## **5.5 COMMENTS FROM OTHER PROPOSERS**

Other Proposers may file statements in support of or in opposition to the protest within seven (7) days of the filing of the protest. CWCOG shall promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

## **5.6 BURDEN OF PROOF**

The protestant shall have the burden of proving its protest. CWCOG may, in its sole discretion, discuss the protest with the protestant and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

## **5.7 DECISION ON PROTEST**

The Director or designee shall issue a written decision regarding the protest within thirty (30) days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, CWCOG may, in its sole discretion, make appropriate revisions to this RFP by issuing addenda.

## **5.8 PROTESTANT'S PAYMENT OF COSTS**

If a protest is denied, Proposer filing the protest shall be liable for CWCOG's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs and any unavoidable damages sustained by CWCOG as a consequence of the protest.

## **5.9 RIGHTS AND OBLIGATIONS OF PROPOSERS**

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its right to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Section, it shall indemnify, defend and hold CWCOG and its board members, officers, employees, agents and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

## **6.0 CWCOG RIGHTS AND DISCLAIMERS**

### **6.1 CWCOG RIGHTS**

CWCOG may investigate the qualifications and Proposal of any Proposer under consideration, require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal and require additional evidence of qualifications to perform the Project. CWCOG further reserves the right, in its sole discretion (following consultation with the Project Executive Committee), at no additional cost to the Proposer, to:

- 1) Reject any or all of the Proposals;
- 2) Modify any dates set or projected in this RFP;
- 3) Cancel, modify, or withdraw this RFP in whole or in part;
- 4) Terminate this procurement and commence a new procurement for part or all of the Project;

- 5) Terminate evaluations of Proposals received at any time;
- 6) Modify the procurement process and terms of this RFP (with appropriate notice to Proposers);
- 7) Waive or permit corrections to data submitted with any response to this RFP until such time as CWCOG declares in writing that a particular state or phase of its review of the responses to this RFP has been completed and closed;
- 8) Permit submittal of addenda and supplements to data previously provided in a Proposal pursuant to a request for clarification issued by CWCOG until such time as CWCOG declares that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
- 9) Appoint additional evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal evaluation;
- 10) Disclose information contained in a Proposal to the public as described herein;
- 11) Approve or disapprove Proposer's key personnel;
- 12) Approve or disapprove changes in Proposer's organization;
- 13) Waive deficiencies, informalities and irregularities in Proposals; accept and review a non-conforming Proposal or seek clarifications or modifications to a Proposal;
- 14) Not issue a notice to proceed after execution of the contract documents;
- 15) Disqualify any Proposer that violated the terms of this RFP;
- 16) Request Proposal revisions as specified herein; and
- 17) Exercise any other right reserved or afforded to CWCOG under this RFP and applicable law.

## 6.2 CWCOG DISCLAIMERS

This RFP does not commit CWCOG to enter into any contract. CWCOG assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All such costs shall be borne by each Proposer and Proposer team.

**In no event shall CWCOG be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract Documents, in form and substance satisfactory to CWCOG, have been authorized and executed by CWCOG and only then to the extent set forth herein. In submitting a Proposal in response to this RFP, Proposer is specifically acknowledging these disclaimers.**

**Appendix A**

**Form A**  
**Submittal and Addendum Acknowledgement**

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your company. **To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached.**

**Failure to submit this form will result in your Proposal being deemed non-responsive.**

Authorized Official (Signature)	Date
Print Name of Authorized Official	Title of Authorized Official
Company Name	Contact Person
Address	City, State, Zip
Phone Number	Fax Number
E-Mail Address	Federal Tax ID #

**The following Addenda is/are hereby acknowledged:**

Addendum No.	Date of Addendum/Addenda	Signed Acknowledgement
1.	_____	_____
2.	_____	_____
3.	_____	_____

**NOTE: Failure to acknowledge receipt of Addenda may render the proposal non-responsive and therefore void.**

## Appendix B

### Form B Certifications and Assurances

The following certifications and assurances are a required element of the SR 432 Rail Realignment and Highway Improvements Project 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 or continuation of the related AGREEMENT(s):

- 1) I/we declare that all answers and statements made in the proposal are true and correct.
- 2) In preparing this proposal, I/we have not been assisted by any current or former employee of CWCOG whose duties relate (or did relate) to this proposal or prospective AGREEMENT, and who was assisting in other than in their official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
- 3) I/we understand that the CWCOG will not reimburse for any costs incurred in the preparation of this proposal. All proposals become the property of the CWCOG, and I/we claim no proprietary right to the ideas, writings, items or samples, unless so stated in this proposal.
- 4) I/we agree that submission of the attached proposal constitutes acceptance of the solicitation. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
- 5) 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.
- 6) I/we grant the CWCOG the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Note: On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements and my authority to enter into contracts on behalf of my company.

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Signature of Proposer

---

Title

---

Date

**Appendix C**

**Organizational Conflicts of Interest (OCOI) Disclosure Form  
OCOI Disclosure and Avoidance/Neutralization Plan**

This disclosure statement outlines potential organizational conflicts of interest, either real or apparent, which as a result of activities or relationships with other persons or entities, such person or entity:

- 1) Is unable or potentially unable to render impartial assistance or advice to CWCOG; or
- 2) Is or might be otherwise impaired in its objectivity in performing the contract work; or
- 3) Has an unfair competitive advantage.

SECTION 1 of this disclosure statement describes the potential Organizational Conflict of Interest, as defined in Secretary's Executive Order E-1059.00. SECTION 2 of this disclosure statement describes the management plan for avoiding or neutralizing the potential Organizational Conflicts of Interest as described in SECTION 1 of this disclosure statement. I acknowledge that the CWCOG may require revisions to the management plan described in SECTION 2 of this disclosure statement prior to approving it and that CWCOG has the right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the potential conflicts of interest described in SECTION 1 of this disclosure statement.

**SECTION 1a – Name of Person or Firm Potentially Conflicted**

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**SECTION 1b – Current Project Name and Scope of Work**

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**SECTION 1c – Future Project Name and Description of Potential Conflict Of Interest**

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**SECTION 2 - Plan for Managing Potential Conflicts Of Interest**

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_



### SR 432 VICINITY MAP

