



Klickitat County Port District No. 1

154 E Bingen Point Way Ste. A
Bingen, WA 98605
509-493-1655

Request for Quote

2016-01
DIP Mine Archaeological Survey

Submission Deadline

March 18, 2016 at 5:00 P.M. PPT

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Request for Quote

2016-01 – DIP Mine Archaeological Survey

1. INTRODUCTION

1.1 SCOPE OF WORK

The Port of Klickitat seeks quotes from experienced and qualified archaeological consultants to conduct a Phase I (identification) Archaeological Field Investigation of undeveloped property at the Port's Dallesport Industrial Park as identified herein and conduct a Phase II (evaluation) Archaeological Field Investigation of six archaeological sites identified as 05/1223-1 through 05/1223-3 and 05/1223-IS-1 through 05/1223-IS-3. The area is approximately 235 acres in size (excluding the area already surveyed and shown as the interior non-shaded area in Exhibit A).

1.2 LOCATION

The central undeveloped properties in the Dallesport Industrial Park shown as the shaded area in Exhibit A. Turn south on U.S. Hwy. 197 from State Route 14 in Dallesport. Follow U.S. Hwy. 197 to the intersection with Dow Road and turn east. Follow Dow Road to the intersection with Parallel Ave. Intersection is in the south-southwest corner of the subject property. Using Google Maps, search "Dallesport Industrial Park" for directions. To protect the integrity of the six archaeological sites, specific location information will be delivered to the Provider upon execution of the contract. However, they are located in the same general vicinity or in close proximity to the project area shown in Exhibit A.

1.3 SPECIAL PROVISIONS

Provider's quote must take into account the following special provisions/conditions/requirements.

- a. Provider must conduct its investigation in accordance with RCW 27.53.070.
- b. Provider must be a current member of the Association for Washington Archaeology (AWA) or a division or department of a local tribal government.

1.4 ADDITIONAL INFORMATION

Provider should consider the following information.

- a. Information on previous archaeological studies and investigations performed on other properties at the Port's Dallesport Industrial Park are available for review in the Port Office.
- b. More information regarding archaeological surveys can be found at the Washington Dept. of Archaeology and Historic Preservation (www.dahp.wa.gov).

2. TERMS AND CONDITIONS

2.1 AMBIGUITY

Any Response to this RFQ that is uncertain as to terms, delivery, compliance, or specifications may be rejected or otherwise disregarded. Port reserves the right to obtain clarification of any point in any Response.

2.2 ASSIGNMENT

Any portion of the Work that Provider intends to assign, sublet, or transfer to another party must be described, in detail, in the Provider's response. Port reserves the right to require the substitution of any subprovider.

2.3 CANCELLATION

Port reserves the right to cancel or to reissue this RFQ at any time without obligation or liability.

2.4 CHANGES

Port reserves the right to correct errors in, or provide additional information regarding, this RFQ. Port may alter the scope of work via Addendum (before bid award) or via Change Order (after bid award)

2.5 COMPETITIVE PROCUREMENT

Provider shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

2.6 CONTACT

Provider shall not attempt to contact, communicate, or discuss this RFQ with any Port commissioner, employee, or agent except the RFQ Coordinator.

2.7 CONTINGENCY FEES

Provider warrants that no person or selling agency has been employed or retained to solicit or secure the contract contemplated by this RFQ upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, Port shall have the right, in its sole discretion, to reject Provider's response or annul any subsequent contract and recover the full amount of such commission, percentage, brokerage, or contingent fee without liability.

2.8 CORRECTIONS

Port reserves the right to make corrections to responses for immaterial mistakes including, but not limited to, misspelling, transposition, and mathematical errors. Corrections, if any, can be made only by the RFQ Coordinator. Provider is wholly liable for all errors and omissions contained in its Response.

2.9 DEADLINE

Responses to this RFQ must be received by 5:00 P.M. PPT on March 18, 2016. Responses received after that time will be rejected.

2.10 DELAYS

Port assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery system with respect to any correspondence required under the terms of this RFQ.

2.11 ERRORS

Port is not liable for any errors in Provider's response to this RFQ. No provider will be allowed to alter its response after the closing date and time.

2.12 GRATUITY/KICKBACK PROHIBITION

Provider shall not provide, attempt to provide, offer, solicit, or accept, directly or indirectly, any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind for the purpose of encouraging, obtaining, or rewarding favorable treatment in connection with this RFQ or any subsequent contract. When Provider has reasonable grounds to believe that a violation of this Section may have occurred, it shall report such to Port, in writing, within 24 hours and shall fully cooperate with Port in, and any other agency which may be responsible for, investigating any alleged violation.

2.13 INSPECTION

Provider may inspect the area before submitting a quote. Inspection appointments may be made by contacting the Port at 509-493-1655.

2.14 IRREGULARITIES

Port reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any response to this RFQ.

2.15 MINORITY OPPORTUNITY

Minority, women, and veteran-owned firms and small businesses are encouraged to respond to this RFQ.

2.16 OBLIGATION

A response to this RFQ is not a contract and does not indicate a commitment of any kind. No recommendation or conclusion concerning the Provider resulting from this RFQ shall obligate Port in any way except through the execution of a final contract.

2.17 OWNERSHIP

All materials submitted as part of the response to this RFQ become the property of the Port and Port shall have the right to use any of the ideas presented therein. Selection or rejection of a response does not affect this right. Response materials are subject to disclosure pursuant to the Public Records Act (RCW 42.17).

2.18 PERIOD OF PERFORMANCE

The Provider shall complete the work and deliver a report, acceptable to the Wash. Dept. of Archaeology and Historic Preservation, documenting its findings within forty-five (45) calendar days of Port's execution of the Contract.

2.19 PREPARATION COSTS

Port will not reimburse Provider for costs incurred in preparing or presenting a response to this RFQ or for any other expense incurred prior to the execution of a final contract.

2.20 PROPRIETARY MATERIAL

Provider shall clearly identify any proprietary information contained in its response to this RFQ. Any response marked as proprietary in its entirety will be rejected as non-responsive. All responses, including any materials submitted with them, are subject to the Public Records Act (RCW 42.17).

2.21 PROVIDER'S RESPONSIBILITY

The Provider certifies that he/she has fully acquainted himself/herself with all conditions, limitations, restrictions, requirements, plans, specifications, and other information described in, or provided as part of, this RFQ. If Provider fails to meet said conditions, specifications, and requirements, Port may exclude its response from consideration or require Provider to correct any such failures at Provider's expense.

2.22 QUALIFICATIONS

Provider must be properly licensed to provide these services in the State of Washington, as required by law. Responses from Providers not properly licensed will not be considered.

2.23 RFQ COORDINATOR

Upon release of this RFQ, all communications concerning this RFQ must be directed to the person listed below. Unauthorized contact with other Port personnel regarding this RFQ may result in disqualification. Any oral communications will be considered unofficial and non-binding.

Port of Klickitat
Marc Thornsbury
154 E Bingen Point Way Ste. A
Bingen, WA 98605
509-493-1655

2.24 WITHDRAWAL

Provider may withdraw its response to this RFQ at any time up to the closing date and time. To withdraw its response, Provider must submit, to the RFQ Coordinator, a written request signed by an authorized representative of Provider. After its response has been withdrawn, Provider may submit a new response at any time up to the closing date and time.

3. RESPONSE

Responses to this RFQ shall be marked, "DIP Mine Archaeological Survey" and addressed to: Port of Klickitat; 154 E Bingen Point Way Ste. A; Bingen, WA 98605. Responses must include, at minimum, the Proposal form contained in this RFQ. Responses received after the deadline described above will not be considered.

PROPOSAL
2016-01 – DIP Mine Archaeological Survey

NAME/COMPANY*

BUSINESS LICENSE NO. AND EXPIRATION DATE

PHYSICAL ADDRESS

PHONE NO.

CITY, STATE, ZIP

FAX NO.

The undersigned hereby declares that s/he has read the 2016-01 – DIP Mine Archaeological Survey Request for Quote (RFQ) and any requirements, drawings, conditions, or other information provided, understands the obligations described therein, and has determined all situations affecting the goods and services it is offering.

The undersigned proposes and agrees, if its quote is accepted, to provide all goods and services described in the 2016-01 – DIP Mine Archaeological Survey RFQ, at his/her own expense, according to the requirements, conditions, contract, and instructions of the Port of Klickitat, to furnish the goods and services within the time stated, and to complete the work for the following price:

All work under the contract shall be fully completed by the date described in the RFQ for the following amount (excluding state and local retail sales tax):

Total Proposed Cost: _____ Dollars (\$_____)

The work described in the RFQ shall be fully completed within **forty-five (45) calendar days** from the date the Contract is executed and for the lump sum amount stated above. Time is of the essence in completing this project.

AUTHORIZED OFFICIAL (PRINT)

TITLE OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL

DATE OF SUBMITTAL

* For persons, partnerships, limited liability companies, and others "doing business as", give the firm name under which business is transacted. For corporations, this proposal must be executed by a duly authorized official. For joint ventures, give both firm names under which business is transacted.

Addendum Acknowledgment

The undersigned hereby acknowledges receipt of the following addenda. Failure to acknowledge receipt of addenda, if any, is an irregularity that may result in rejection of the proposal.

<u>Addendum No.</u>	<u>Date of Receipt</u>	<u>Acknowledgment (signature)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

CONTRACT

THIS AGREEMENT is made and entered into this xxth day of March, 2016, by the between **Klickitat County Port District No. 1**, a municipal corporation (hereinafter "**Port**"), and **[provider]**, a [state] [form type] (hereinafter "**Contractor**").

WITNESSETH

Contractor agrees to furnish, at its own expense, all labor, machinery, tools, materials, equipment, etc., including all work incidental to or described or implied as incidental to such items, according to the Request for Quote (RFQ), including any addenda, Contractor's Proposal, and any requirements, conditions, and instructions of the Port of Klickitat. Contractor further agrees that it will accept, in full payment therefore, the price as set forth in the Contractor's Proposal.

Contractor agrees to fully complete the Work within **forty-five (45) calendar days** from the date of execution of this Contract. Time is of the essence in completing this project. Port will make a single payment to the Contractor upon satisfactory completion of the work. No progress payments will be made under this Contract.

All conditions set forth in the 2016-01 – DIP Mine Archaeological Survey RFQ, Contractor's Proposal submitted in response to said RFQ, and the requirements of the laws of the State of Washington pertaining to political subdivisions and applicable hereto are hereby referred to and incorporated herein as a part of this Contract and as the Contractor's obligations under the terms of this Contract. Contractor shall obtain and/or maintain all insurance as required in the RFQ.

In the event the Contractor shall fail to perform the work as required of and proposed by Contractor, to the approval of Port's Representative, or in the event Contractor shall fail to complete and perform any of the conditions and provisions contained in the RFQ, Port shall have the right to declare this Contract terminated and to retain such sums then due Contractor hereunder and to re-award this Contract to secure the completion thereof and to proceed to enforce any other remedy or remedies permitted by law.

If, for any reason, any provision of the Contract is void or unenforceable, the remaining provisions thereof shall nevertheless remain valid. The void or unenforceable provision shall be replaced by the parties by another provision of a similar economic result. The parties accordingly agree to replace such provisions with the least possible delay by means of a suitable amendment to the Contract whereby any changes in the economic circumstances shall be reflected in the parties' obligations.

EXECUTED this xxth day of March, 2016.

Klickitat County Port District No. 1: [provider]

By: _____
Marc Thornsbury
Executive Director

By: _____
Name: _____
Title: _____