



PORT OF PASCO

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PORT OF PASCO – ROAD AND STORMWATER AT BIG PASCO

REQUEST FOR QUALIFICATIONS

The Port of Pasco seeks a firm or team (hereinafter ‘firm’) to assist the Port in the design, engineering, permitting, procurement, oversight and contract closeout to construct road and storm water improvements at the Big Pasco Industrial Center (BPIC) in Pasco, Washington. The firm will also be required to liaison with applicable federal, state and local regulatory agencies and Native American tribes as appropriate.

The Port of Pasco was successful in obtaining a grant from the Economic Development Administration (EDA) and as such the work must comply with various federal standards, including, but not limited to the EDA publication “Summary of EDA Construction Standards” and 2 CFR 200. Previous experience on completion of similar projects is desired. Special consideration will be given to firms who show experience working on local government projects requiring federal reporting.

The primary components of the work are repairing roadways, additional storm water management facilities and rail crossing design. BPIC includes roughly 3 miles of industrial roads serving 1.5 million square feet of industrial space. The road improvements are straight forward, but developing the storm water system will require additional design work and permitting. With local match, the funding for the project is \$8,887,515.00.

The proposed work is an acceleration of an existing plan and will be able to ramp up quickly. The Port developed a detailed needs analysis and a conceptual budget for the project. The project requires design to support bidding the project. Given the large scale of the improvements and the need to keep facilities open and operable during the project, construction is projected over a 24-month period.

Firms submitting a response to the RFQ will be asked at a minimum, to state their qualifications, understanding/experience relating to the project and offer their methodology for meeting the desired outcomes of the project. Firms should specifically outline their experience working on local government public works project with federal reporting requirements.

SCHEDULE

RFQ Released	January 23, 2019
Pre-Submittal Site Visit	February 7, 2019
Submittals Due	February 21, 2019 (4:00 PM)
Notify Short Listed Firms	March 1, 2019
Interviews	March 12, 2019
Notice of Preferred Candidate	March 15, 2019
Scope of Work/Schedule/Budget	March 21, 2019

Presentation to Commissioners
Contract Execution

March 28, 2019
March 29, 2019

Questions may be submitted by e-mail to Tracy Friesz at tfriesz@portofpasco.org through the pre-proposal site visit. The Port will attempt to respond to all parties who have requested a copy of the RFQ, but it is the responsibility of the parties to ensure they have provided a primary point of contact and that the point of contact information provided is correct.

BACKGROUND

The Port of Pasco serves as a catalyst for economic development in the Tri-Cities region. The Port operates the Tri-Cities Airport and a portfolio of land and building space. The Port's real estate program is intended to stimulate private investment in the local economy, grow new economic activity, and create employment opportunities.

Pasco is part of a larger regional economy, the Tri-Cities metropolitan area. Pasco has about 73,000 residents. Pasco grew roughly twice as fast as the Tri-Cities Metropolitan Statistical Area (MSA) during the 1990s and 2000s, and roughly three to five times as fast as the state of Washington during the same period. Over half of Pasco's population is Hispanic/Latino compared to under a third of the Tri-Cities MSA's population and just over a tenth of Washington's population.

Big Pasco Industrial Center

The Big Pasco Industrial Center (BPIC) is an important component to the economic resilience of Pasco, Franklin County and the Tri-Cities. It provides over 1.5 million square feet of space used by 50 companies for manufacturing and logistics. This roughly 400 acre industrial center provides employment for about 1000 people. BPIC includes eight, 160,000 square foot warehouses separated into four bays. These warehouses are roughly 60% occupied. The vacancy is due in part to the condition of the roads leading to the warehouses.

BPIC has a long history of being a community asset used to diversify the economy and recover from economic disruptions. The facility was originally developed by the US Corps of Engineers to support the distribution of wartime supplies to the Eastern Front during World War II. The Port purchased these warehouses in 1958, 16 years after the initial development. The purchase was financed by a community vote as citizens were looking for opportunities to strengthen their economy.

In the early 1980's the region had a massive economic downturn when the Washington Public Power Supply System experienced the largest public bond default in United States history, combined with a federal spending slow down at the Hanford site. BPIC was where stranded WPPSS assets were stored and disposed of to offset expenses from the default. BPIC served again as the community sought to rebuild from the economic downturn. Pasco specifically sought to become the center of food processing, which at the time was primarily done in Portland, Oregon. BPIC provided space for logistics, packaging, warehousing and transportation. These support services allowed the recruitment of new companies to the Port developed Pasco Processing Center.

BPIC was home to economic diversification efforts of the 2000's as a company leveraged its work on clean-up and demilitarization to do work in the private sector. The Port developed additional assets in BPIC to support this growth. BPIC has been home to a number of clean energy companies, attracted by flexible space and transportation capabilities.

The reasons BPIC serves to boost the resilience of the community are three fold. First, the facility is flexible. This flexibility takes the form of space allocation, use of transportation assets, and lease structures. Second, the facility has capacity to allow for new endeavors and growth. Even when economic times are good there is always space to match opportunities. Lastly, BPIC is operated by the Port of Pasco, a public agency whose value proposition includes more than profit. We manage the asset to create employment and private investment in the community, stalwarts for economic development.

BPIC's capacity was hit hard by the 2017 snowmelt. Certain roads are unavailable or only available for lighter loads. Lack of roads means certain spaces are inadequate for specific uses, decreasing flexibility. Without the EDA grant, the rate of improvement means it will take 16 years to fix every road in BPIC. During that time the lack of storm water management will take its toll, aging the road infrastructure further and leading to repairs prior to the 16 year cycle. The grant allows an acceleration of the schedule along with improving the resilience of the infrastructure to withstand the next storm event. This means the Port will be able to move from 'triage' mode where the worst roads are repaired while the remaining roads decay due to lack of maintenance causing a declining cycle to 'preventative care' where roads are maintained on a schedule, lessen the need for major repairs and keeping the assets available for business development for the next sixty years.

ATTACHMENTS (To Be Provided Upon Request)

1. EDA Application – ED_900_GA
2. Preliminary Engineering Report
3. Preliminary Engineering CAD Drawings
4. BPIC – Grant Cost Estimate
5. Summary of EDA Construction Standards

HOW TO SUBMIT

Interested firms should submit the information electronically to the following address no later than 4:00 PM February 21, 2019.

Tracy Friesz
Facilities Engineer
Port of Pasco
tfriesz@portofpasco.org

Submittal Contents

1. A cover letter explaining how your team's capabilities are best suited to assisting the Port of Pasco.
2. Samples of other successful projects.
3. Qualifications of firm principals that will be assigned to this project.
4. Provide names, phone numbers and contact people at three organizations for whom you have performed similar work.

Submittal Evaluation

The review panel will include the Director of Economic Development, Director of Finance and Facilities Engineer. Firms will be rated on qualifications (both engineering/design and work on federally funded

projects), previous work experience, team members and the quality of the presentation of this information. Each element will be equally weighted. The panel will score independently and meet to determine top two or three candidates, who will be asked to an interview.

Interview Presentation

Firms/teams selected for interviews will be asked to present a brief synopsis of their qualifications and previous projects they have worked on. Further questions will be developed and provided prior to the interview. The interview panel will include the Director of Economic Development, Director of Finance and Facilities Engineer. Firms will be rated response to questions, qualifications to perform the work, previous work on federally funded projects, and overall presentation. Criteria will be equally weighted.

Contract

The winning firm will be expected to enter into a Personal Service Agreement with the Port of Pasco, the preliminary form of which is attached. The agreement is subject to review by EDA. The contract will be a cost reimbursement with agreed maximum. The winning firm will be required to provide a breakdown of their fee.

Addenda

As the Port determines it is appropriate, it will issue addenda to this RFQ. Each firm shall provide the Port with contact information for receipt of such addenda. Any applicant who downloads the RFQ from www.portofpasco.org or otherwise obtains this document, must send an e-mail to tfriesz@portofpasco.org with the party's contact information in order to receive an addendum. The Port is not responsible for e-mail delivery failure for any reason. It shall be conclusively presumed that the applicant did, before submitting a Response to the RFQ read all addenda, posted decisions, and other items relevant to the qualifications. All addenda shall be acknowledged by the firm and returned to the Port with the submittal document.

OPEN PUBLIC RECORDS ACT

Documents submitted in response to this RFQ are subject to the Washington State Open Public Records Act, RCW 42.56. If the proposer believes that any information, data, process or other material in its proposal constitutes trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, then the proposer should mark those items as confidential or proprietary and provide a list of those items with specificity as to the page and paragraph and on what basis it believes the material is confidential or proprietary. The Port is not bound by the proposer's determination as to whether materials are subject to disclosure under the Public Records Act.

If the Port receives a request for such information marked as confidential, it will notify the firm that the information has been requested. The notice will provide that the information will be released in ten business days and then any applicable regulatory challenge to prevent the disclosure of the information will be the sole burden of the firm.

The firm agrees 1) to intervene in any lawsuit arising out of a request for its materials to protect and assert its claims of privilege against disclosure of such material; 2) that its failure to object or intervene and assert claims of privilege against disclosure in relation to its proprietary or confidential information results in waiver the same; 3) to release and defend, indemnify and save and hold harmless the Port, its officers, agents and employees, from any claim, damages, expense, loss or costs, including reasonable attorneys' fees, arising out of or in any way relating to requests for disclosure of material provided or produced in response to this RFQ.

PROPOSAL PREPARATION, CONSULTANTS COSTS AND EXPENSES

The Port is not liable for any costs or expenses arising out of preparation of the firm's submittal. If selected, the firm may not include any of these costs or expenses as part of its fee, rates, or charges for performing work under the Contract. Proposals should be prepared simply, economically, providing straightforward, concise description of proposer's ability to satisfy the requirements of the RFQ. Submittal of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the proposer.

The successful firm will supply its own materials and will provide and pay for all labor, supervision of its employees and agents, travel, insurance, vehicles, materials, and tools necessary to provide services under the resulting contract.

The Port of Pasco reserves the right to reject any or all submittals, waive informalities, and make the award in the best interest of the Port. The Port reserves the right to contact a firm for clarifications of its proposal during the evaluation process. The successful firm should be prepared to accept this RFQ for incorporation into an AGREEMENT resulting from this RFQ. It is also understood that the proposal will become part of the official contract file.

AGREEMENT FOR PERSONAL SERVICES

THIS AGREEMENT is made as of the _____ day of _____, 2019, by and between PORT OF PASCO, P. O. Box 769, 1110 Osprey Pointe Blvd, Pasco, Washington 99301, hereinafter referred to as the PORT, and

_____, _____,
_____, Washington _____, hereinafter referred to as the
CONSULTANT.

WHEREAS the PORT requires professional services, the scope of which is described in Exhibit A, which is attached hereto and incorporated herein, 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 the services described in Exhibit A, according to all the terms and conditions of this Agreement. The PORT will pay CONSULTANT for the services in the amount described in Exhibit A.

SECTION 2. TERMS OF PAYMENT: Payment for services specified herein will be due and payable thirty (30) days after receipt of invoice unless otherwise specified herein.

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 3. 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 plus reasonable termination expenses, but shall not be entitled to lost profits on uncompleted work.

SECTION 4. JOB CONDITIONS: The PORT shall give CONSULTANT free and unobstructed access at all times to the place where work is to be done.

SECTION 5. 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 6. EXTRAS: If the PORT requests an alteration, modification or deviation from the original scope of work as described in Exhibit A ("Scope of Work"), the PORT agrees to pay the extra costs that occur. CONSULTANT shall identify and negotiate

with the PORT any such changes in the Scope of Work prior to commencing work on said changes.

SECTION 7. 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 8. 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, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which CONSULTANT is legally liable. CONSULTANT shall name the PORT as an additional insured under the policies, and deliver to the PORT, prior to execution of the Agreement by the PORT and prior to commencing work, evidence that policies providing such coverage and limits of insurance are in full force and effect in a form acceptable to the Port. 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 9. INDEMNIFICATION/HOLD HARMLESS: CONSULTANT shall defend, indemnify and hold the PORT, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this Agreement, except for injuries and damages caused by the sole negligence of the PORT. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the PORT, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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.

SECTION 16. SECRETS, CONFIDENTIAL INFORMATION: The Defend Trade Secrets Act provides that an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (1) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

PORT:
Port of Pasco

CONSULTANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____