



PORT OF PASCO

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PORT OF PASCO – CREATIVE PARTNER

REQUEST FOR PROPOSALS

The Port of Pasco, WA (Port) is seeking a creative firm or team (hereinafter ‘firm’) to assist with managing the Port’s on-line presence, including web site maintenance, web site development, social media assistance as well as a creative partner in marketing and advertising the Port of Pasco and its assets. The firm should have extensive experience in marketing, communications and web development. The Port of Pasco marketing budget exceeds \$100,000 a year, with the bulk of those dollars spent on advertising the Tri-Cities Airport. While not guaranteed, it is expected that the contractual relationship between the parties will be multi-year. Work will be conducted under a task order system.

Proposers submitting a response to the RFP will be asked at a minimum, to state their qualifications, understanding/experience relating to the project and offer their methodology for meeting the design criteria. The finalists from the RFP Phase will proceed to the Interview Phase and be requested to participate in oral interviews.

SCHEDULE

RFP Released	December 17, 2018
Pre-Proposal Conference	January 11, 2019 (weather permitting)
Proposals Due	January 23, 2019 (4:00 PM)
Notify Short Listed Firms	January 30, 2019
Interviews	February 7, 2019
Notice of Preferred Candidate	February 8, 2019
Initial Scope of Work/Budget	due – February 14, 2019
Presentation to Commissioners	February 28, 2019
Contract Execution	March 1, 2019

Questions may be submitted by e-mail to Laura Donley at ldonley@portofpasco.org through the pre-proposal conference. The Port will attempt to respond to all parties who have requested a copy of the RFP, 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 (Port) is a public agency that promotes economic development within the Port district. The Port is a diverse entity providing a multitude of transportation and real estate assets with the intent of growing and diversifying the local economy. The Port operates the Tri-Cities Airport, the regional commercial airport with enplanements approaching 400,000 passengers per year. The Port also owns the

Big Pasco Industrial Center, which has trans-loading capabilities from water, to rail and to truck as well as 2,000,000 square feet of industrial building space. Osprey Pointe and the Marine Terminal redevelopment projects offer mixed-use development opportunities on the shores of the Columbia River. The Port also works with local and regional partners in its economic development efforts and will seek different marketing approaches and partnerships depending on the audience.

TASKS TO BE ACCOMPLISHED

These are initial tasks, the expectation is that there will be multiple task orders over the course of the agreement.

Task 1 Communications Plan

The Port of Pasco has an updated web presence and a new logo. We recently started utilizing social media and still use many forms of traditional media. The purpose of this task is to review the various activities undertaken by the Port of Pasco to communicate its message and develop a communication plan that also includes recommendations of resources, both monetary and human, that will be needed to implement the plan.

The Port of Pasco communicates to various audiences, and while there is some overlap these audiences are relatively distinct. The Tri-Cities Airport communicates to the travelling public. Real Estate communicates with existing tenants, potential tenants, real estate developers and real estate agents. The Port of Pasco communicates with the citizens within the Port of Pasco.

Task 2 – Development of Marketing Materials/Advertising for LAX Service

Beginning March 31, 2019, United Airlines will provide non-stop, daily service to LAX (press release attached). This service is the result of a multi-year effort including award of a Small Community Air Service Development (SCASD) Grant. The local match for the grant includes marketing dollars. While not yet set, funding for the marketing campaign with both match and grant dollars could approach \$100,000. The successful creative partner will be part of the team that includes the Port of Pasco, Perceive Communications (TC Airport PR firm), United Airlines and Visit Tri-Cities that will be working together to promote the new flight.

Task X – Other Duties

The successful firm will provide various tasks, including but not limited to; print ads, digital ads, television ads, radio ads, video, photos, ad buying, website maintenance, website development, SEO management, social media management, and graphics.

HOW TO SUBMIT A PROPOSAL

Interested consultants should submit the information electronically to the following address no later than 4 PM January 23, 2019.

Laura Donley
Accounting Clerk
Port of Pasco
ldonley@portofpasco.org

Proposal Contents

1. Cover Letter
2. Firm Qualifications

3. Preferred methodology in developing communications plan – provide examples of communications plans developed for other entities, how those entities implemented those plans and success measures.
4. Preferred methodology in developing marketing strategies – provide examples of work that catered to multiple audiences.
5. Samples of marketing materials and other creative materials that may apply.
6. Qualifications of firm principals that will be assigned to this project(s).
7. Billing rates of firm principals that will be assigned to this project(s).
8. Provide names, phone numbers and contact people at three organizations for whom you have developed communication plans and marketing materials.

Interview Presentation

Firms selected for interviews will be provided further information for their presentation, though teams should expect to discuss approximate cost parameters given certain scope. As an example, firms may be asked to discuss funding needed to meet methodologies provided in their proposals or costs of samples provided. The firms should also expect to provide hard copies of their portfolios. The interview panel will include representatives from the Port of Pasco, Tri-Cities Airport and Perceive Communications.

Contract

The winning firm will be expected to enter into a Personal Service Agreement with the Port of Pasco, the form of which is attached.

Addenda

As the Port determines it is appropriate, it will issue addenda to this RFP. Each Proposer shall provide the Port with contact information for receipt of such addenda. Any applicant who downloads the RFP from www.portofpasco.org or otherwise obtains this document, must send an e-mail to gballew@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 RFP read all addenda, posted decisions, and other items relevant to the qualifications. All addenda shall be acknowledged by the Proposer and returned to the Port with the proposal document.

OPEN PUBLIC RECORDS ACT

Documents submitted in response to this RFP 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 Proposer 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 proposer.

The proposer 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 RFP.

PROPOSAL PREPARATION, CONSULTANTS COSTS AND EXPENSES

The Port is not liable for any costs or expenses arising out of preparation of the Consultant's proposal. If selected, the Consultant may not include any of these costs or expenses as part of its fee, rates, or charges for performing work under the Contract.

The successful proposer 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 (including computers, laptops, software, blackberries, PDA's) necessary to provide services under the resulting contract.

The Port of Pasco reserves the right to reject any or all Proposals, waive informalities, and make the award in the best interest of the Port.

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

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

SECTION 3. TERMS OF PAYMENT: The PORT will pay CONSULTANT for the services per the rates provided in Exhibit A, which is attached hereto and incorporated herein. Payment for services specified herein will be due and payable thirty (30) days after receipt of invoice unless otherwise specified herein. Payments under this Agreement shall not exceed _____ dollars and no cents (\$xx,xxx.00). This not-to-exceed amount may be increased by mutual agreement and amendment to this Agreement by the PORT and CONSULTANT.

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: _____