

**Agricultural Innovation Center
Feasibility, Location and Cost Analysis
March 2024**



REQUEST FOR PROPOSALS



PROJECT:

The Port of Pasco is leading the regional vision to develop an Agricultural Innovation Center in association with the Tri-City Regional Chamber of Commerce. The Center is envisioned as a specialized facility and/or campus network that drives ongoing innovation in the ag industry. Development of the Center and its programs are expected to add significant value to the region's ag economy and position the Tri-Cities and Washington State as a global leader in ag innovation.

The Port is seeking a proposal from a firm or team to complete a feasibility, location and cost analysis that will lead to the creation of the Agricultural Innovation Center.

TIMING AND FUNDING:

The Port of Pasco was awarded \$194,000 by the 2023 Washington State Legislature to perform the feasibility study.

The State of Washington expects the grant funds to result in a process that leads to the actual development of the Agricultural Innovation Center and the creation of job opportunities and critical collaboration to advance the State's agricultural innovation. The award must be fully expended no later than December 31, 2024.

Additional funding from other sources may be possible depending on need.

MISSION:

The mission of the Center is to capture opportunities for ag innovations by fostering new and novel products, forming a hub of connections across the ag economy, and developing technology that uplifts the workforce, producers and the environment to elevate the region as a center of agricultural advancement.

SCOPE OF WORK:

1. Development of a comprehensive feasibility analysis including:
 - a. Survey of existing agricultural programs and facilities in the region providing or intending to provide similar services and opportunities to the agricultural sector.
 - b. Survey of identified industry stakeholders to assess gaps and opportunities such as programming, education, and training that center could fulfill.
 - c. Assessment of best practices employed in developing similar facilities across the region and nation.

- d. Summary of existing economic impact of Washington agricultural sector.
 - e. Identification of regional attributes that form the foundation for the success of an Ag Innovation Center.
 - f. Identification of recommended facility components which could include uses such as labs, maker space, collaboration and training space, office space for staff, co-location space for affinity groups, and education space for promotion of the ag industry to the public.
2. Development of a location analysis broadly identifying the best location within Benton and Franklin Counties for a facility or campus.
 - a. Identification of general location(s) most suitable to serve stakeholders.
 - b. Identification of available or redevelopable lands that could incorporate an initial facility and future expansion areas.
 3. Development of a preliminary cost analysis for land purchase, facility construction, and ongoing operational costs.
 - a. Land cost
 - b. Facility Construction Cost and Phasing Plan
 - c. Ongoing Operational Costs including staffing, utility expenses, debt service, etc.
 - d. Potential funding sources

PROCESS & TIMELINE:

Firms 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 desired outcomes of the project, including a project schedule. Consultants should specifically outline their experience working on economic and location feasibility analyses.

SCHEDULE

RFP Released	March 3, 2023
Pre-Submittal Q&A	March 12, 2023
Submittals Due	March 22, 2023 (4:00 PM PST)
Notice of Preferred Candidate	April 12, 2024
Finalize Contract	April 19, 2024
Port Commission Contract Approval	April 24, 2024
Contract Execution	April 25, 2024
Completion of Project Work	Nov 30, 2024
Deadline for Expenditure of Grant	December 31, 2024

Questions may be submitted by e-mail to Randy Hayden at rhayden@portofpasco.org until the submittal due date. 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.

Copies of this RFP may also be obtained at:

Port of Pasco Administrative Office, 1110 Osprey Pointe Ave., Suite 201, Pasco, WA 99301, during the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday or from the website at www.portofpasco.org.

Tri-City Regional Chamber Office, 7130 West Grandridge Blvd, Suite C, Kennewick, WA 99336, during the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday.

DESIRED QUALIFICATIONS

- Knowledge and experience in the preparation of economic and location based feasibility analyses.
- Knowledge and experience of applicable regulatory and legal requirements.
- Knowledge and experience in working with the agricultural industry.
- Proven track record of customer service and responsiveness to clients in a high contact setting.
- Ability to foster partnerships between various organizations to support development.
- Disadvantaged Business Enterprise participation is encouraged.

ATTACHMENTS to RFP

1. Professional Services Agreement

HOW TO SUBMIT

Interested firms should submit the information electronically to the following address no later than the submittal due date.

rhayden@portofpasco.org

Submittal Contents

1. A cover letter explaining how your team's capabilities are best suited to assisting the Port of Pasco.
2. Consultant's approach to fulfilling the Project Objective and Scope of Work and projected schedule to complete the work in the allotted timeline.
3. List and qualifications of firm principals who will be assigned to this project.
4. Provide names, phone numbers and contact people at three organizations for whom you have performed similar work.
5. Proposed fee and rates for the work.

Submittal Evaluation

The review panel will include the Port's Executive Director and 3-5 members of the Tri-Cities Ag Council. Firms will be rated on qualifications (both aptitude to perform similar work and fostering collaboration to support development), approach and ability to accomplish Scope of Work in stated timeline, previous work experience, team members and references and proposed fee. Each element will be equally weighted. The panel will score independently and meet to determine the top candidate.

Contract

The winning consultant will be expected to enter into a Personal Service Agreement with the Port of Pasco, the preliminary form of which is attached. 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 RFP. Each consultant 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 Lori French at lfrench@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 firm and returned to the Port with the submittal 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 consultant 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 consultant 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 submittal. 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. Proposals should be prepared simply, economically, providing straightforward, concise description of proposer's ability to satisfy the requirements of the RFP.

The successful consultant 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 RFP for incorporation into an AGREEMENT resulting from this RFP. 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 _____, 20__, by and between PORT OF PASCO, 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.

SECTION 17. DEBARMENT AND SUSPENSION: In performing services under this Agreement CONSULTANT certifies that neither it nor its principals, nor any subconsultants are presently debarred or suspended by any Federal or State department or agency from participation in this transaction.

PORT:
Port of Pasco

CONSULTANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____