



PORT OF PASCO

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TRI-CITIES AIRPORT AEROSPACE INNOVATION & MANUFACTURING CENTER MASTER PLAN

REQUEST FOR PROPOSALS

PROJECT:

The Port of Pasco, as owner and operator of the Tri-Cities Airport, intends to develop 460 acres of land at the airport to establish the Aerospace Innovation & Manufacturing Center (AIM).

The Port is seeking a proposal from a firm or team to complete a Master Development Plan and site readiness investigation work that will lead to the creation of the AIM Center. This plan will include preliminary design and engineering concepts as well as accomplish initial site investigation work to confirm site readiness for development.

CRITICAL TIMING:

At the end of December 2022, the Port of Pasco was selected by the Washington State Department of Commerce to participate in a pilot grant program. The Port was awarded \$416,000.

The Industrial Site Readiness Grant award must be fully expended by June 30, 2023. The Port is prepared to support the grant with \$80,000 in local matching funds.

The State of Washington expects the grant funds to result in a process that leads to the actual development of AIM and the successful attraction of manufacturing jobs. The state seeks to support projects that will meet its goal of adding 300,000 new manufacturing jobs in 10 years as identified in the Best Economic Strength Through Manufacturing (BEST) Act passed in 2021 by the Washington Legislature.

OBJECTIVE:

A primary reason for this project is the Port's desire to expand the local presence of companies from the aviation and aerospace industry sectors. This industry attraction will create vital new jobs and significant private investment to support a rapidly growing community.

It's the Port's intent to develop an industrial center capable of serving companies with an emphasis on new aerospace technologies: electric and hydrogen powered aircraft, vertical take-off and landing aircraft, autonomous flight systems, artificial intelligence, additive manufacturing, etc.

These companies will engage in the research, development, and manufacture of modern flight vehicles and components for civil, commercial, and military markets.

SCOPE OF WORK:

1. Development of a comprehensive master plan that provides detailed guidance regarding the physical creation of AIM. Including:
 - a. Fully served industrial center conceptual site plan. This will include:
 - i. Lot layout.
 - ii. Identification of existing and future road and utility placements and capacities. This includes coordination with City of Pasco, Franklin PUD, Cascade Natural Gas, and Williams.
 - iii. Engineer's preliminary estimate of costs associated with construction of future public infrastructure.
 - iv. Pre-permitting and permitting necessary to prepare the site to be ready to serve new business and industry.
 - b. The master plan should contain site due diligence including:
 - i. Traffic impact analysis
 - ii. NEPA/SEPA as required by the State or Washington, Federal Government, and FAA.
 - iii. Phase I environmental assessment.
 - iv. Preliminary grading plan.
 - v. Topographical survey.
 - vi. Geotechnical sampling and analysis to support manufacturing structures.
 - vii. Cultural and archaeological analysis.
 - viii. FAA Air Space analysis.
 - ix. Any recommended rezoning or other entitlements.
 - x. Identification of the appropriate process for public engagement regarding proposed AIM center.
 - xi. Identification of any land use restrictions.

PROCESS & TIMELINE:

The Port of Pasco seeks a qualified consultant or team (hereinafter 'consultant') to assist the Port with this project. The work may also include future design, bidding and project management for the completion of infrastructure without further competition.

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 master planning for industrial development.

SCHEDULE

RFP Released	January 10, 2023
Pre-Submittal Site Visit	January 17, 2023
Cut off for Questions	January 20, 2023
Submittals Due	January 31, 2023 (4:00 PM)
Notice of Preferred Candidate	February 3, 2023
Scope of Work/Schedule/Budget	February 8, 2023
Presentation to Commissioners	February 9, 2023
Contract Execution	February 17, 2023
Completion of Project Work	June 15, 2023
Deadline for Expenditure of State Grant	June 30, 2023

Questions may be submitted by e-mail to Stephen McFadden at smcfadden@portofpasco.org until the cut-off 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 the 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

DESIRED QUALIFICATIONS

- Knowledge and experience in the preparation of master plan development for heavy and light industrial parks.
- Knowledge and experience of applicable regulatory and legal requirements.
- Knowledge and experience in working with the various existing partners.
- 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. AIM Proposed Site Map
2. TCA-PSC Airfield Map
3. Professional Services Agreement

HOW TO SUBMIT

Interested firms should submit the information electronically to the following address no later than 4:00 PM January 31, 2023.

Stephen McFadden
Director of Economic Development & Marketing
Port of Pasco
smcfadden@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 within 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.

Submittal Evaluation

The review panel will include the Executive Director, Airport Director, Airport Deputy Director, Director of Economic Development, and Facilities Engineer. Firms will be rated on qualifications (both engineering/design and fostering collaboration to support development), approach and ability to accomplish Scope of Work in stated timeline, previous work experience, team members and references. Each element will be equally weighted. The panel will score independently and meet to determine top candidate.

Contract

The winning consultant will be expected to enter into a Professional Service Agreement with the Port of Pasco, the preliminary form of which is attached as Attachment 2. 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 Tracy Friesz at 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 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.

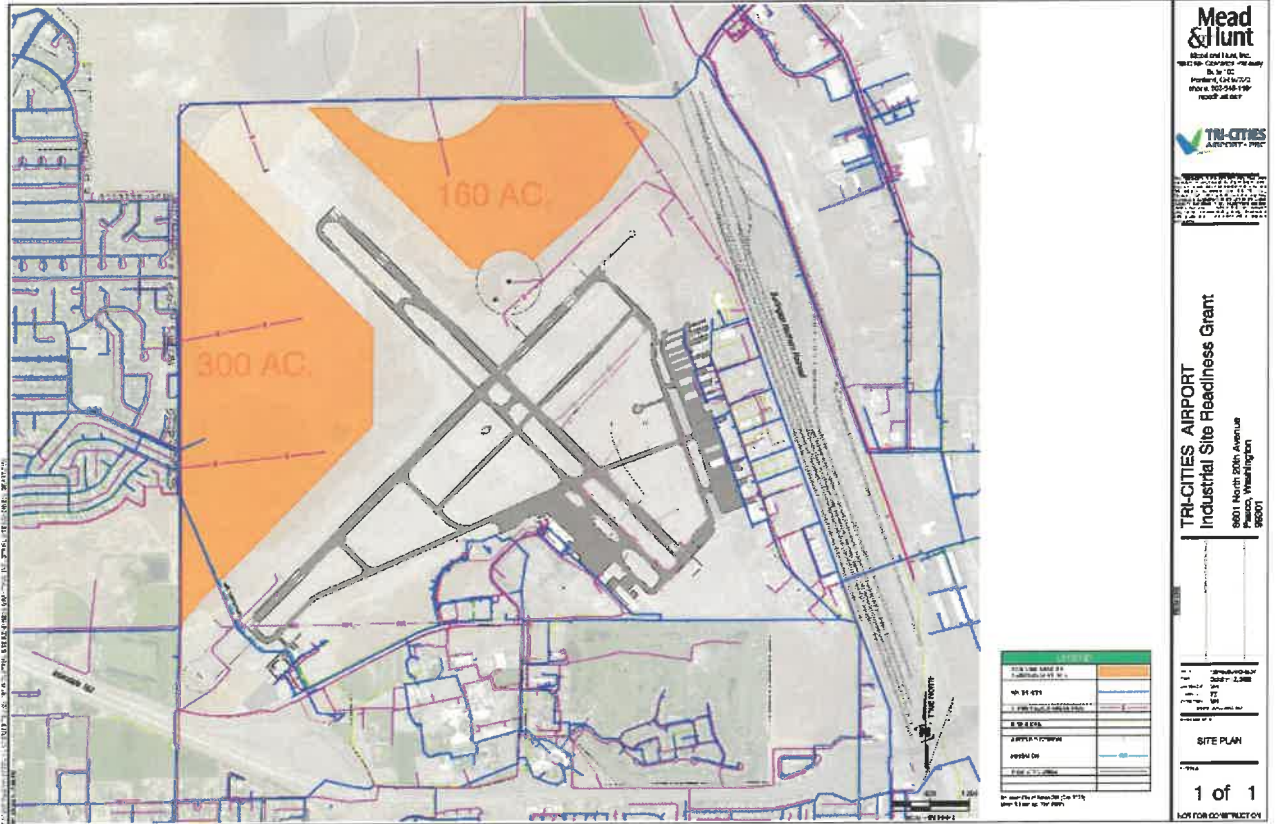
PROPOSAL PREPARATION, CONSULTANTS COSTS AND EXPENSES

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.

ATTACHMENT #1
Proposed 460-acre AIM Center



ATTACHMENT #2
TCA-PSC Airfield Map



ATTACHMENT #3

Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 2023, by and between PORT OF PASCO, P. O. Box 769, 1110 Osprey Pointe Blvd, Suite 201, Pasco, Washington 99301, hereinafter referred to as the PORT, and _____, 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 "PROJECT".

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 AND FEE: 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 on a billable-hours basis up to the amount of _____ which is expressly understood as a not-to-exceed fee.

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 seven (7) days written notice without cause. CONSULTANT may terminate this Agreement upon seven (7) 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 general liability and auto 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 reasonable attorney fees, to the extent arising out of or resulting from the negligent 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. OPINIONS OF PROBABLE COST: Any opinions of probable project cost or probable construction cost provided by CONSULTANT are made on the basis of information available to CONSULTANT and on the basis of CONSULTANT’s experience and qualifications, and represents its judgment as an experienced and qualified consultant. However, since CONSULTANT has no control over the cost of

labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, CONSULTANT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost CONSULTANT prepares.

SECTION 11. 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 12. OWNERSHIP OF DOCUMENTS: All drawings, plans, specifications, electronic data, electronic files, and other related documents prepared by CONSULTANT pursuant to this Agreement shall be the property of the PORT. Use or reuse of documents for any purpose other than intended by this Agreement shall be at PORT's sole risk and without legal liability or exposure to CONSULTANT.

SECTION 13. 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 14. 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 15. 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 16. 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 17. 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: Randy Hayden

Name: _____

Title: Executive Director

Title: _____