

**ECONOMIC DEVELOPMENT CONSULTING SERVICES
REQUEST FOR PROPOSAL (RFP)**

The Port of Benton (“Port”) is seeking proposals from consultants for a contracted staffing position by a Consultant (“Proposer”) to assist the Port in governmental and economic development services.

The term will be for up to 1 year (1) with the option to renew, at the sole discretion of the Port.

1. BACKGROUND

The Port is a local municipal corporation (a local governing body) with a current non-union employee base of approximately 20 full and part time employees, who are paid on a semi-monthly basis and are part of various benefit programs.

2. SCHEDULE

This RFP will be governed by the following schedule:

Release of RFP: January 30, 2020
Deadline for questions: February 5, 2020
Proposal due date: February 7, 2020
Interviews (if held): TBD in February 2020
Approval of contract: February 12, 2020
All dates are subject to change at the discretion of the Port.

3. SCOPE OF WORK

The Port is seeking a proposer who is highly skilled and fully knowledgeable in the governmental and economic development field and can take a proactive approach in completing the work below and advising the Port, while making recommendations for continuous improvement.

Specific Services Requested

- Represent the Port of Benton’s community and economic development needs by fulfilling a contracted position as the Port’s Director of Economic Development and fulfilling related responsibilities (or similar title as guided by the Port).
- Assist the Port’s staff in execution of economic development components of the Port’s Fiscal Year 2020 Communications and Marketing Strategy; specifically fulfilling multiple goals collaboratively within/attached to the Port’s mission, “To promote economic development and multi-modal transportation within our region,” including but not limited to:

- Collaboratively implement process and communication standards that align with district-wide recruitment efforts.
- Assist in the development of fact-sheets for recruitment of qualified prospects to lease and/or purchase Port property, and implement components of economic development opportunities on Port website.
- Promote collaboration and communication of Port events/activities/tourism opportunities amongst Port’s tenants and partners; including assisting in development of co-sponsorship program guidelines and processes.
- Communicate economic development opportunities to an international audience of prospective tenants.
- Provide liaison role to Tri-Cities Research District to capitalize on cross-promotion of research district and innovation partnership zone in Port activities and support and develop joint events.
- Collaborate with Executive Director and Director of Real Estate in promotion of Vintners Village property development in Prosser.
- Collaborate with Executive Director and Airport Manager in promotion, expansion, and stability of Richland and Prosser Airport recruitment.
- Collaborate with Director of Real Estate and City of Richland staff in promotion and development of North Richland utilizing and executing components of North Richland Property Communication & Marketing Actions 2020-2021.
- Identify and propose trade show activities for industrial and commercial development.
- Coordinate efforts with port staff and Project Coordinator on EDA i6 grant activities
- Develop materials, communicate and coordinate State governmental relations.
- Attend meetings off-site on behalf of the Port for activities typically under the scope of the Director of Economic Development.

4. PROPOSAL FORMAT GUIDELINES

Interested proposers are to provide the Port with a thorough proposal using the following guidelines:

Proposal should contain no more than ten (10) typed pages, including a cover letter and resumes of key people. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of what is being offered.

The following should be addressed in the proposer’s response:

a. Cover letter

Proposal shall be accompanied by a cover letter, which should summarize the key elements of the proposal. An individual authorized to bind the proposer must sign the letter. The letter must stipulate that the proposal shall be valid for a period of at least ninety (90) days. Indicate

the address and telephone number of the proposer's office located nearest to the Port and the office from which the project will be managed.

b. Background and Project Summary

Describe your understanding of the Port, the work to be done and the objectives to be accomplished. Refer to the Scope of Work of this RFP.

c. Approach

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. Included should be a detailed implementation plan. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that maximize efficiency and cost-effectiveness.

d. Staffing

Provide a list of personnel who will be working on this project and indicate the functions that each will perform if multiple. Include a resume for each designated individual. Upon award and during the contract period, if different personnel are assigned to the project, those names and qualifications must be submitted to the Port. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Port.

e. Qualifications

Describe the qualifications of the proposer and key staff who have performed projects similar in size and scope within the past five years to demonstrate competence to perform these services. All proposers should provide at least three references, including name and contact information, which have received similar services. The Port reserves the right to contact the references listed.

f. Fee proposal

Indicate the monthly fee for services to provide all services in the Scope of Work. Please also indicate an hourly rate for work outside of the scope of work. See Appendix A.

g. Conflict of Interest Disclosure

A conflict of interest occurs when (a) a consultant, spouse or registered domestic partner has a private financial interest which may be affected by an activity of the Port, or (b) the consultant, spouse or registered domestic partner has a legal duty to a third party which conflicts with a duty owed to the Port by contract. Ownership of stock in a listed and publicly traded company that does business with the Port need not be reported. Any activity which could be a conflict of interest between the consultant and the Port will require a plan to eliminate any conflict of interest and approval by the Board of Commissioners.

The Consultant(s) must maintain a written and enforced conflict of interest policy. The policy should at a minimum address actual or potential personal (e.g., employees, agents, members of their immediate family) or organizational conflicts of interest in the performance of services to the Port. Conflicts of interest may include, but are not limited to, any past, present or planned contractual, financial, or other relationships, obligations, commitments or responsibilities, which may bias the Consultant or affect the Consultant's ability to perform in an impartial and objective manner.

The Consultant shall ensure that any properly approved subcontractors: (1) have their own conflict of interest policy in place that meets these requirements; or (2) adopt the Consultant's conflict of Interest policy.

The Consultant's policy should provide procedures to disclose, mitigate, and resolve any such conflicts of interest. The Consultant must disclose in writing any potential or actual conflict of interest to the Port In a timely manner. The Port will evaluate the disclosure and inform the Consultant of any required remedial action beyond what the Consultant may have already implemented.

Failure to comply with this condition, or the Consultant's own conflict of interest policy, may result in termination of contract and/or appropriate enforcement action pursuant to relevant laws and regulations of the State of Washington and/or Unites State Government, and to all requirements of the Port.

Consultants shall maintain the confidentiality of information obtained during the conduct of Port business, unless disclosure is required by law or compelled by subpoena. Care should be exercised where the disclosure of information about Port business could result in a significant compromise of the Port's position in the negotiation of leases, land sales or acquisitions, the encouragement and support of new businesses, or the Port position in litigation or regulatory matters.

Consultants of the Port shall not accept gratuities, gifts or free services from any person or organization that conducts business with the Port. This provision does not prohibit the exchange of inexpensive gifts, food or beverages of the value of \$25.00 or less that are by custom exchanged at holiday seasons or at social functions organized for the enjoyment of Commissioners or employees.

5. PROCESS FOR SUBMITTING PROPOSALS

All proposals received by the Port in response to this RFP will be retained.

a. Content

The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

b. Preparation of Proposal

Each proposal shall be prepared simply and economically, avoiding the use of promotional material beyond those sufficient to provide a complete and accurate presentation. The Port will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

c. Number of Proposals

Submit an original along with three (3) hard copies.

d. Submission of Proposals

Complete written proposals must be submitted in sealed envelopes clearly marked "RFP, Economic Development Consulting Services" no later than 3:00 P.M. on Monday, February 7, 2020. Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. Proposals may not be submitted by e-mail or fax.

Port of Benton
3250 Port of Benton
Richland, WA 99354
Attn: Sheri Collins

e. Inquiries

Questions about this RFP must be made in writing, via e-mail to:

Sheri Collins
collins@portofbenton.com

The Port reserves the right to amend or supplement this RFP prior to the proposal due date. The Port endeavors to answer all written questions in a timely manner, but also reserves the right to not answer all questions. From the date that this RFP is issued until a firm or entity is selected and the selection is announced, proposers are not allowed to communicate outside the process set forth in this RFP with any Port employee other than the contracting officer listed above regarding this RFP. The Port reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the Port.

f. Conditions for Proposal Acceptance

This RFP does not commit the Port to award a contract or to pay any costs incurred for any services. The Port, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified proposer, or to cancel this RFP in part or in its entirety.

The Port may waive any irregularity in any proposal. All proposal submissions and materials shall become the property of the Port and will not be returned. If any proprietary information is contained in the proposal, it should be clearly identified. The

contents of the successful proposal may, at the Port's option, become part of the contract entered into by the successful proposer and the Port.

Respondents to this RFP are hereby notified that all proposals submitted, and information contained therein and attached thereto shall be subject to disclosure under the Washington State Public Records act.

6. EVALUATION CRITERIA

Evaluation of all proposals received by the Port shall be based on the following criteria:

a. Qualification of Entity and Key Personnel - 25%

Includes the proposer's ability to provide the requested scope of work, recent experience conducting work of similar scope, complexity, and magnitude for other agencies of similar size, references.

b. Approach to Providing the Requested Scope of Work - 25%

Includes an understanding of the RFP and of the project's scope of work; knowledge of applicable laws and regulations related to the scope of work.

c. Price proposal - 25%

Price proposals will be evaluated on the basis of the Total Estimated price submitted in Exhibit A.

d. Innovating and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities - 25%.

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

A selection committee will screen and review all proposals according to the weighed criteria set forth above.

a. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The Port may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the Port reserves the right to request clarification or additional information from any or all proposers regarding their proposals. The Port may reject any proposal in which a proposer's approach, qualifications or price is not considered acceptable by the Port. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable.

b. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based on the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation score may be invited to the next stage of the evaluation process, or the Port may conclude the evaluation process at this point and make a recommendation for award. Alternatively, the Port may elect to negotiate directly with one or more proposers to obtain the best result for the Port prior to making a recommendation or selection.

c. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, will be in February 2020 and will be conducted at the Port's management office in Richland, WA. This date is subject to change. The individual(s) from proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

The Port may during this stage of the evaluation process also contact and evaluate the proposer's references.

Following conclusion of this stage of the evaluation process, the Committee will again rank all proposers according to the Evaluation Criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award. The Port may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure of competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Port may terminate negotiations and commence negotiations with the next highest scoring proposer or withdraw the RFP.

10. CONDITIONS TO AGREEMENT

The selected proposer will execute a Service Agreement with the Port describing the Scope of Work to be performed, the schedule for completion of the services, compensation and other pertinent provisions. The selected proposer will obtain a City of Richland business license.

Prior to contract, the winning proposer will be required to show evidence of insurance coverage of a kind and in an amount satisfactory to the Port. The Port's insurance requirements are attached to this RFP in Appendix B. The Port shall be named additional insured under the proposer's policies as noted in the agreement.

Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the Agreement. Any contract entered into by the Port and the successful proposer shall provide that the Port may terminate the contract upon thirty (30) days' notice to the proposer.

11. INDEMNIFICATION

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the Port and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish either of the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Port or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

12. NON-DISCRIMINATION

The proposer agrees and warrants that in the performance of the contract pursuant to this solicitation he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, gender identity, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Washington or the Port.

APPENDIX A

**ECONOMIC DEVELOPMENT CONSULTING SERVICES
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FEE PROPOSAL**

Fee proposal to provide Human Resource Consulting Services (as defined in the Scope of Work) is as follows:

Cost Year 1: _____

Hourly fee for work outside of the scope of work: _____

Additional breakdown of fees by service is also allowed.

APPENDIX B

ECONOMIC DEVELOPMENT CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP) INSURANCE REQUIREMENTS

The proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the proposer and all of its agents, employees, sub-contractors and other providers of services and shall name the Port, its employees and agents as an Additional Insured on a primary and non-contributory basis to the proposer's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the proposer's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Washington and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Port. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000 Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$2,000,000 each occurrence or per claim.

The proposer agrees to maintain continuous professional liability coverage for the entire duration of this contract, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The proposer shall provide a Certificate of Insurance as “evidence” of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The proposer shall direct its Insurer to provide a Certificate of Insurance to the Port before any work is performed. The Certificate shall specify that the Port shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The proposer shall provide the Port copies of any such Policies upon request.

Insurance requirements with the awarded proposer are subject to final negotiations.