



Request for Proposals

Title:

Walter Clore Wine & Culinary
Center Operator RFP

Due:

02/04/2022
No later than 11:00 a.m. PST

Contact:

Sheri Collins
Contracts Specialist
509.375.3060
collins@portofbenton.com

01. SCHEDULE

12/20/2021	Public announcement of Request for Proposals
02/04/2022	Proposals Due no later than 11:00 a.m. PST
02/14/2022	Selection of Consultant and Negotiation of Specific Terms

*NOTE: Dates as indicated are best estimates for informational purposes only.

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03. SUBMITTAL INSTRUCTIONS

Electronic submittal: Submit one (1) electronic proposal and any required attachments, the Submittal Packet first page shall be digitally signed by an authorized representative of the proposer's firm. For easy identification, please list "Walter Clore Wine & Culinary Center Operator RFP" in the subject line of the email. Electronic submittals shall be sent to collins@portofbenton.com and must be received by proposals due date referenced above.

Proposals shall contain all required information as defined herein and be submitted to the Port of Benton electronically no later than the date, time, and place as stated on the cover page of this RFP or as amended. Proposals will not be accepted in any format other than as required above. Late proposals will not be accepted and will be returned to the proposers unopened.

Proposers shall be fully responsible for any and all costs incurred in the preparation and submittal of their proposals.

04. PROJECT OVERVIEW

The Port of Benton ("Port") is soliciting proposals from experienced individuals or firms ("Proposer" or "Proposers") interested in operating the Walter Clore Wine and Culinary Center. While the Port is primarily interested in a full-service operator, proposers will be permitted to submit a proposal for multiple separable components of the operation as further detailed under **Section 06. Desired Proposal**.

05. BACKGROUND

The Port of Benton is the owner of real property located at 2140a Wine Country Road, Prosser, WA 99350 more commonly known as the Walter Clore Wine and Culinary Center, and for the purposes of this RFP 'Clore Center.' The Port also owns the Vineyard Pavilion (Pavilion) located at 2140b Wine Country Road, Prosser, WA 99350 on an adjacent portion of the site.

The Pavilion served as the first iteration of wine and culinary education on the site, and the Clore Center itself was built soon after utilizing a U.S. Economic Development Administration (EDA) Grant. The grant was responsible for the construction of the facilities located at 2140a, and the agreed upon conditions for the operation of the Clore Center designated that the facility be operated for its estimated useful life (20 years from project completion) to be used for the purposes expressed in the project application. Those purposes expressed were verbatim that:

"The EDA investment will be used for final engineering and construction of the 15,000 sq ft Walter Clore Wine and Culinary Center. The facility will house educational displays, meeting facilities, two special event venues, a culinary amphitheater, commercial kitchen, tasting room and gift shop that will showcase Washington wine and food products. The Center facility and its programs have been designed to serve as a catalyst to increase international and domestic demand for regional wine and food products through marketing support and industry education programs."

The 501(c)3 Walter Clore Wine and Culinary Center Non-Profit Board of Directors first operated the Clore Center for those described purposes, and continued to do so until the effects of COVID-19 caused the non-profit board to signal their intent to discontinue operation and return control of the facility to the Port of Benton. With the assistance of the recently dissolved non-profit board the Port of Benton first sought to reestablish education programming that would showcase Washington wine and food products through marketing support and industry education programs. In partnership with Washington State University Tri-Cities (WSU) the Port and WSU signed a facility use agreement wherein WSU faculty and staff would fulfill educational obligations under the grant. Since the facility use agreement was executed in August 2021, WSU has offered vintners and hospitality program courses within the facility to its own students and are developing a Wine Tasting Room Server in-person training certificate program to be performed at the Clore Center.

The Port and WSU are primarily focused on maintaining the long-term viability of the facility and its programs, and are working hand-in-hand to identify a third party operator or operator(s) able and willing to maintain the day-to-day business of the facility above and beyond the Port and WSU's role.

06. DESIRED PROPOSAL

The Port and WSU desire a proposal that provides for a professional operator or operator(s) willing and able to present a creative and flexible proposal for operating the Walter Clore Wine and Culinary Center. While the Port and WSU have a vision for the method of operation of the facility, both find it of the utmost importance that proposer(s) provide what they themselves deem a workable, flexible, and successful plan in their own professional opinion. Therefore, the Port and WSU will review all proposals under the pretense that the proposer is most effective at prescribing the method and phases of operation of the facility and are more interested in a concise but monetarily sustainable plan of action. To provide proposer(s) guidance of the Port and WSU's vision, the following goals are provided as a basis for minimal operational responsibility of the proposer notwithstanding proposer(s) articulation of an alternative:

- Provide full-time on-site operator(s) for a proposer-prescribed set hours¹ of operation; individual or their designee would be responsible for:
 - Taking calls, emails, or walk-in inquiries regarding use of leasable event space, brief introductions and short tours of the space and its educational displays, providing information regarding educational programs.
 - Coordinate the use of the space² for Port, WSU, or Operator sponsored events using the Port's provided calendaring system (TeamUp) or an alternative calendaring system of mutual agreement of the Port, WSU, and Operator.
 - Maintain web, social and print based marketing of the facility and the Operator's services provided.
 - Maintain cleaning and sanitation contracts on behalf of the Port, WSU and Operator itself based on Operator's volume of use/rental of the facility.

- Monitor operation and cleanliness of on-site technology, audio/visual equipment, and fixtures and routinely report failing conditions or failure of said equipment to Port Facilities and Operations to assess replacement.
- Advise Port and WSU of equipment and amenities recommended for the use, efficiency and sustainability of the facility; more specifically providing business use cases for joint investment in common material improvements by Port, WSU and Operator.
- Operate the tasting room, gift shop, and/or interrelated space and programs.
 - Regardless of proposer(s) or their subcontractor operating the tasting room, the space may be proposed to be for wine, beer, cider, spirits, food items or a combination thereof. However, any operation should primarily feature Washington-based food and beverages.
 - While a gift shop and wine club was operated in the tasting room prior, it is not required that it remain a component of the operation; proposer(s) may wish to offer a variation of the prior use they deem more sustainable.
 - Educational displays must be maintained as-is or improved within the tasting room; exceptions may exist if the educational displays are detrimental to the tasting room operation, but proposer(s) should be able to likewise propose an alternative educational display location within the facility.
- Coordinate with community organizations and wine and hospitality industry groups to provide regular programming open to the public and/or industry professionals (may be ticketed or not).

DISCLAIMER OF CONDITIONS AND NEEDS

- While use of space is flexible, WSU's needs in providing educational programming and related utilization of space are to be prioritized. Proposer(s) should be able, if selected, to maintain good working relationships with WSU (namely their on-site coordinator) to include WSU in the programming of space and notifying one another of distinctive and unique times where the facility may not be available for the others use. WSU's use of the facility and the requisite impacts of their utilization are included in their annual fee, and they are not billed for additional use or impacts. However, Port and Operator can negotiate rate terms acknowledging the impact of WSU's utilization of the facility.
- The examples of use and operation of the facility are for guidance only, and Proposer may elect to propose different methods of reaching the intent of the examples. Further, the Port acknowledges that rules and regulations of the Port of Benton, and/or other entities (such as Washington Liquor and Cannabis Board) may preempt the ability to perform some of the examples provided within this proposal.

¹ *Hours of operation are up to the discretion of the proposer(s) and mutual agreement with the Port and WSU; however, hours may change seasonally or diverge from the 'set' schedule as practical, necessary, or typical of the wine and hospitality industry. Hours should be generally consistent to maintain a level of continuity.*

² The spaces that make up the facility include: Banquet Room A, Banquet Room B, Banquet Room C (all banquet rooms can be combined or separated), a demonstration kitchen (attached to Banquet Room A and the kitchen), a full-service kitchen with walk-in freezer, several storage and A/V equipment rooms, joint offices (partially occupied by WSU), a large conference room, tasting room, and a large patio. The rooms and spaces are more completely shown in **ATTACHMENT A**, which includes a floor plan of the facility.

07. CONTRACT LENGTH

The Port desires an annual contract term. At the Port's discretion, and subject to relevant statutes, rules, and regulations, terms may be renewed annually upon mutual written consent and under generally similar terms, conditions, and rate.

08. PROPOSAL SUBMITTAL REQUIREMENTS

To ensure that all information provided is properly evaluated, please organize and label proposals in the structure provided below. Submittals shall not exceed twenty (20) pages total including all required components; proposer(s) will not be graded upon the length of their proposal or effort to reach the 20-page maximum. Proposer(s) are encouraged to focus on quality and brevity in their proposal.

Proposals (submittals) shall include, at a minimum, the following:

- 1) **Transmittal Letter with Original Signature:** A cover letter generally outlining the proposer's ability to perform the services outlined in this RFP; signed by an authorized individual representing the Proposer's firm in contractual obligations.
- 2) **Proposed Rate:** Proposer shall provide their proposed cost structure. It is anticipated that the Operator will derive most of their revenue under this agreement through subcontracting the lease of tasting room space and/or the regular and routine revenue derived from retail sales, special event rentals, and ticketed event attendance. Proposer should provide a reasonable market derived offer for monthly rent payable to the Port for their use of the facility, which shall include Operator's estimated monthly costs payable for utilities and services rendered by the Port (i.e. water, sewer, internet, electricity, and maintenance). Port, upon request, may be able to offer a deferred or reduced monthly rent; however, said deferral or reduction must be based upon the true and verifiable cost borne by the proposer(s) in initiating operations and must be time-limited. If tenant improvements are utilized in requesting deferral or reduced rent, said improvements must be justified by itemized receipts.

The Port will provide an estimated base facility expense report for January 2021 to date upon request, and provide background information on any irregular or unanticipated expenses. However, Proposer(s) should anticipate that 2021 expenses were on-average lower considering the reduced day-to-day use of the facility.

- 3) **Proposed Scope of Work:** Proposer shall provide a more detailed overview of the method and strategy they intend to employ in fulfilling **Section 06. Desired Proposal**.

- 4) **Licensing:** Provide a current business license or copy of a complete application to do business in Washington State and the City of Prosser. If proposer will incorporate upon award of this RFP, please articulate the steps and schedule remaining to formalize business operations.
- 5) **Ability to Contract:** Proposer shall have the ability to negotiate a contract with the Port based on the exceptions/changes requested. Proposer may not be debarred, suspended or otherwise ineligible to contract with the Port.
- 6) **Experience:** List the Proposer's top three (3) business references for the type of work most relevant to the content of this RFP. Listing for each reference should provide the references business name or d.b.a., lead staff contact, staff contact phone, staff contact email, and a short description of the services rendered.
- 7) **Legal Action:** Disclose any current or recent (within past five years) legal action in progress or taken against the firm or individuals.
- 8) **Disclosure:** List all business transactions and relations within the past five years that may create or be perceived to create a conflict of interest. Any business dealings or recommendations of a product or firm that may conflict with this project shall be disclosed.

09. EVALUATION CRITERIA

Criteria	Value
Transmittal Letter with Original Signature	5%
Proposed Rate	20%
Proposed Scope of Work	40%
Licensing (Does the business have applicable licenses?)	Y or N
Ability to Contract (Is the proposer and their business able to contract?)	Y or N
Experience	35%
Legal Action (Does a legal action exist?)	Y or N
Disclosure (Does a conflict exist?)	Y or N

10. PROPOSAL EVALUATION

- 1) The Port may choose to invite one or more of the proposers to demonstrate their solutions or interview with the Port.
- 2) The Port reserves the right to award a contract with the single highest rated proposer without preceding interviews or demonstrations.
- 3) Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the Port pursuant to the RFP shall belong exclusively to the Port and be subject to public inspection

after award by the Commission in accordance with the Washington State Public Records Act (RCW 42.56). Trade secrets or proprietary information submitted by the Respondent shall not be subject to public disclosure under the Public Records Act, unless otherwise required by law or a court. However, the Proposer must invoke the protection of the Public Records Act, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.

- 4) With regard to submittal of a proposal (individually and collectively referred to as “response”), the proposer agrees to and hereby waive any and all claims it has or may have against the port, and its director’s, persons, officers, commissioner’s , committee’s, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any response; (2) any requirements under the solicitation, the RFP, or related documents; (3) the rejection of any response or any part of any response; (4) waiver by the port of any technicalities in the RFP package or any response; (5) waiver or change in any non-material provision of the RFP solicitation package or materials that do not adversely and specifically affect the previously submitted response; and/or (6) the award of a contract, if any.
- 5) The Port reserves the right to reject any or all responses, to waive any irregularities and/or technicalities in response received or not award. The Port, in its sole discretion, will determine whether any or all the responses are responsive and reserves the right to make a determination as to whether any one or more Proposals are qualified. The submission of a response to this RFP is an offer by the Proposer to contract only and does not constitute a contract. There will be no contractual obligations on the part of the Port to any Proposer, nor will any Proposer have any property interest or other right in the contract unless and until all terms of the contract have been agreed upon by the Port, including, without limitation, all provisions of the contract have been negotiated to the satisfaction of the Port; the contract is unconditionally signed by the Port and the selected Proposer the contract is delivered by all parties; and all conditions to be fulfilled by the Proposer prior to contracting have either been fulfilled by the Proposer or waived in the writing by the Port.

11. RFP QUESTIONS AND CLARIFICATIONS

Questions shall be submitted to the Port of Benton by email to: collins@portofbenton.com, not later than the date and time referenced in the Schedule on the title page. Please reference the “Walter Clore Center Operator RFP” in the subject line when submitting questions via email.

Oral questions will not be answered. Questions must be in written form, by email. To the extent any oral questions are answered, those answers will be considered non-binding. An addendum to this RFP may be issued by the Port as a result of the questions generated under this competitive solicitation to all plan holders.

12. ADDENDA

If at any time, the Port changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the Port will issue a written addendum to the RFP. Proposer must register for this RFP to be notified of addendum and new documents on this RFP. It is the Proposer's responsibility to check for addenda and other new documents online.

13. SUBMITTAL EFFECTIVE DATE

The submittals shall remain in effect for 180 days after the RFP due date, unless extended by mutual agreement between the Port and the applicable proposers.

14. DEBRIEF PROCEDURES

After award, submitters may contact the Port to request a phone or in person debrief conference.

15. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Evidence of financial stability and credit worthiness; ability to meet port's insurance requirements is mandatory. Insurance and contract terms will be covered during contract negotiations.

16. TITLE VI (FEDERAL) NON-DISCRIMINATION

The Port of Benton assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Port sponsored program or activity. The Port of Benton further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

17. PORT NON-DISCRIMINATION

By signing and submitting a response to this RFP, the proposer (firm or individual) certifies that, in the event it is awarded a contract under this competitive solicitation (i.e., becomes the "successful proposer"), and as of the date of contract award, it shall comply with the "Anti-Discrimination Clause" provided below:

Non-discrimination. Port of Benton complies with applicable federal civil rights and Washington state civil rights laws and does not discriminate on the basis of race, color, national origin, religion, sex, families with children, marital status, honorably-discharged veteran or military status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, in the administration of its programs and activities.

The Vendor shall comply with the substantive requirements of RCW 49.60, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Vendor of the Vendor's compliance with the requirements of Chapter RCW 49.60. If the Vendor is found to have violated this

provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter RCW 49.60, this Agreement may be subject to a declaration of default and termination at the Port's discretion. This provision shall not affect the Vendor's obligations under other federal, state, or local laws against discrimination.

18. OTHER PUBLIC AGENCY ORDERS

The Washington State Interlocal Cooperative Act, RCW 39.34, provides that other governmental agencies may purchase goods or services on this RFP or contract in accordance with the terms and prices indicated herein if all parties agree. The Port does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.