



# PORT OF PASCO

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## PORT OF PASCO, TRI CITIES AIRPORT ON CALL FIRM FOR REQUIRED PORT TASK ORDERS

### REQUEST FOR QUALIFICATIONS

#### REQUEST FOR QUALIFICATIONS:

The Port of Pasco (hereinafter “Port”) and Tri-Cities Airport seeks a firm or team (hereinafter “firm”) to provide Architectural, Engineering, Civil and various other tasks by scope of work that the Port may require per project at hand. This will include, but not be limited to the following task orders as may be required that could include all or portions of tasks as stated below:

- Design of Architectural projects that may be required to include drawings, specifications, bidding and project management.
- Structural design of required projects that arise including concrete docks, canopies or various other projects to include drawings, specifications, bidding and project management.
- Roofing projects including drawings, specifications, bidding and project management.
- Tenant remodels including drawings, specifications, bidding and project management.
- Demolition projects including drawings, specifications, bidding and project management.
- Small Civil projects including drawings, specifications, bidding and project management.
- Fire system projects (including underground, building, etc) including drawings, specifications, bidding and project management.
- Underground utility projects including drawings, specifications, bidding and project management.
- Other work as required per requested task that arises by project requirements.

These projects could be managed by firm or team or delegated to Port staff as established during required project scope of work given to firm described by the Port for each project that arises or task needing various services.

The Port is seeking a proposal from a firm or team to provide these services at an on call basis as projects or tasks arise at the Port for various Port projects.

#### OBJECTIVE:

A primary reason for this RFP is the Port’s desire to have an on call firm to provide required task orders of work that the Port will have throughout the year for various projects that arise at Big Pasco Industrial Center or the Tri Cities Airport Industrial Park.

**PROCESS & TIMELINE:**

The Port of Pasco seeks a qualified firm or team to assist the Port with projects that occur at Big Pasco Industrial Center and Tri Cities Airport Industrial Park.

Firms submitting a response to the RFP will be asked at a minimum, to state their qualifications, understanding/experience relating to projects that will be required by the Port. Firms or team should specifically outline their experience working on required tasks stated above.

**SCHEDULE**

RFP Released	February 3, 2025
Cut off for Questions	February 18, 2025
Submittals Due	February 24, 2025 (4:00 PM)
Notice of Preferred Candidate	March 10, 2025
Scope of Work/Schedule/Budget	March 14, 2025

Questions may be submitted by e-mail to Stephen McFadden at [smcfadden@portofpasco.org](mailto: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](http://www.portofpasco.org)

**DESIRED QUALIFICATIONS**

- Knowledge and experience in the preparation of plans and specifications for Architectural and Engineering projects.
- Knowledge and experience in bidding and managing projects small and large.
- Knowledge and experience of applicable codes, local entity, 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 provide end product in a timely manner under short notice if required.

**ATTACHMENTS to RFP**

1. Professional Services Agreement

## HOW TO SUBMIT

Interested firms should submit the information electronically to the following address no later than 4:00 PM February 24, 2025.

Stephen McFadden  
Director of Economic Development & Marketing  
Port of Pasco  
[smcfadden@portofpasco.org](mailto:smcfadden@portofpasco.org)

## Submittal Contents

1. A cover letter explaining how your firm or team's capabilities are best suited to assisting the Port of Pasco.
2. Firm's or teams approach to fulfilling the Port's objectives for specific projects that would be required.
3. List and qualifications of firm principals who will be assigned to specific tasks or projects.
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, Director of Economic Development, and Facilities Engineer. Firms will be rated on qualifications (both architectural/engineering/design and fostering collaboration to perform desired task/project requests), 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 1. The winning firm will be required to provide a breakdown of their fee upon request for each desired task or project. There will be an up front contract amount not to exceed a dollar amount for a specific time period to perform individual tasks/projects requested by the Port.

## 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](http://www.portofpasco.org) or otherwise obtains this document, must send an e-mail to Tracy Friesz at [tfriesz@portofpasco.org](mailto: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**

Professional Services Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_, 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 \_\_\_\_\_, \_\_\_\_\_, 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 "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 described in Exhibit A, which is expressly understood as a not-to-exceed fee.

**SECTION 2. TERM:** The term of this agreement is from the date executed by both parties until \_\_, 20\_\_. This date may be extended by mutual agreement and amendment to this Agreement by the PORT and CONSULTANT.

**SECTION 3. 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.

Payments under this Agreement shall not exceed \_\_\_\_\_ dollars and no cents (\$\_\_\_). This not-to-exceed amount may be increased by mutual agreement and amendment to this Agreement by the PORT and CONSULTANT.

**SECTION 4. 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 5. JOB CONDITIONS:** The PORT shall give CONSULTANT free and unobstructed access at all times to the place where work is to be done.

**SECTION 6. DELAYS:** Services will be performed expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, CONSULTANT shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

**SECTION 7. 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. Said changes will further follow the procedures provided in Section 1 of this Agreement.

**SECTION 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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.

**SECTION 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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: \_\_\_\_\_



## EXHIBIT A

Scope of Work

Project Name;

*Fill in Firm Name*. will perform the following scope of work: All items as described in letter dated *Fill in date*, 202\_ *Fill in scope letter description*. *Fill in firm name* will provide all items as proposed in this letter with its attachments.

*Fill in firm name* agrees to provide the services described in this exhibit for the stipulated fee of \$\_\_\_ including Washington State Sales Tax.

*Fill in firm name* agrees to provide all items per scope of work within \_\_\_ weeks following the receipt of this executed agreement and Notice to Proceed.

Client designates Stephen McFadden as Client's authorized representative to act in Client's behalf with respect to the services to be performed by *fill in firm name*.

This agreement is made under and shall be governed by and construed and enforced under the laws of the State of Washington.