

PORT *of* KENNEWICK

General Instructions to Proposers Port of Kennewick Temporary Labor Services

I. Introduction

Purpose:

The Port of Kennewick (Port) has prepared this request for proposals (RFP) as an invitation to qualified providers to submit proposals to support Port of Kennewick staffing with temporary, contract labor services. Proposers must have proven experience providing contract labor personnel to meet the Port's requirements for laborers to:

- have a valid Washington State Drivers License
- work in a variety of physically demanding conditions
- work in a variety of weather; in a variety of locations
- perform activities demanding physical fitness allowing for bending, stretching, sitting, standing, twisting, squeezing, cutting, pulling, pushing, and lifting more than 50 lbs. for extended periods of time
- perform physically demanding maintenance activities, including but not limited to:
 - removing and replacing large garbage bags from receptacles
 - picking up and disposing of litter and trash
 - cleaning, mopping, scrubbing of toilets, sinks, restrooms, and other indoor or outdoor public facilities and spaces
 - pulling weeds, repairing irrigation lines, operating a power mower, chain saw, trimmer
 - applying chemicals such as pesticides, herbicides, chlorine, and cleaning agents
 - operating a mop, broom, hose, ladder, and other equipment as needed
 - snow removal
 - operating a motorized vehicle (e.g., gator, truck, front end loader)

Background:

Port of Kennewick was the fourth port district formed in Washington State following passage of the Port District Act of 1911. The Port of Kennewick, as a municipal corporation, is a special taxing district managed by a locally-elected,

three-member, Board of Commissioners. The Port's district boundaries are defined by the voters who form the district.

The Port of Kennewick was originally formed in 1915 as the prestigious Kennewick Commercial Club which created a five-square-mile port district in downtown Kennewick. In the 1950's the Port of Kennewick district expanded to include a 485-square-mile area. The Port of Kennewick District now encompasses *the cities of Kennewick, Richland (south of the Yakima River), West Richland, Finley, Plymouth, a small portion of Benton City, and unincorporated areas of Benton County, WA.*

Throughout its history, the Port has worked to grow jobs, build infrastructure, and improve the region's economy. The Port is helping revitalize core neighborhoods; selling land; leasing property; investing in shoreline amenities; and managing transportation assets for the public benefit.

II. Funding and Awards

The maximum amount available for a contract awarded under this RFP is not expected to exceed \$350,000. The Port of Kennewick expects to award (1) one contract as a result of this RFP.

III. Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled for January 1, 2024 through December 31, 2025. Amendments extending the period of performance, if any, shall be at the sole discretion of the Port of Kennewick.

IV. Minimum Qualifications

The Proposer must be licensed to do business in the State of Washington, have insurance as required by the Port of Kennewick's Personal Service Contract (Exhibit A), and have experience in providing contract-labor services.

V. Instructions to Proposers

- A. The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.
- B. Submission of Proposals: All proposals shall be emailed to:

Michael Boehnke
Director of Operations
Port of Kennewick
350 Clover Island Drive, Suite 200
Kennewick, WA 99336
mboehnke@portofkennewick.org

(509) 521-7281

The proposal is to be emailed no later than 5:00 p.m. November 27, 2023. The Proposer shall confirm with a phone call the receipt of the emailed proposal.

All proposals received after the deadline stated above will not be considered.

The Port's Director of Operations will act as coordinator of the RFP process, will respond to applicant questions, is the point of contact for the successful contract agency, and will ensure performance of the Scope of Work.

C. Proposal Format

All proposals must be formatted to fit on eight and one-half by eleven (8 ½ x 11) inch paper. The major section of the proposal is:

- 1) Cost Component – submit Letter of Submittal and a signed Proposer's Certification and Assurances (Exhibit B). The Letter of Submittal and the Certification and Assurances Form must be signed and dated by a person legally authorized to bind the Proposer to a contractual relationship.

D. Selection Process:

A Contract-Labor Selection Team, comprised of the Port of Kennewick Director of Operations, Deputy CEO and/or CFO, shall review all applications against the aforementioned evaluation criteria and prepare a proposed ranking for all applicants. The review committee may request an applicant to attend an in-person interview presentation.

The geographic headquarters of the firm, qualified references from the industry, and pricing, will be considered during the selection process.

Firms submitting proposals are reminded that the work to be conducted under this RFP is funded with public funds and the Port of Kennewick is a municipal entity that must meet the expectations of both the region's leaders and its citizen taxpayers. As such the Port must carefully consider any and all expenses associated with the conduct of its business.

E. Questions & Inquiries

Proposers may make inquiries concerning this RFP by email to the contact below. All inquiries must be received by the Questions & Answer Period Deadline as described in Section F below. Individual questions will

not be answered directly to the submitter. All questions submitted shall be responded to as an addendum to the RFP and will be made, in writing, and provided to each responder of record via email.

Direct all questions to:

Michael Boehnke
Director of Operations
Port of Kennewick
350 Clover Island Drive, Suite 200
Kennewick, WA 99336
mboehnke@portofkennewick.org
(509) 521-7281

F. Estimated Schedule of Activities

RFP Issued & Posted on Website.....October 27, 2023
Question & Answer (Q&A) Period Deadline by 5:00 pm, November 13, 2023
Port Responses Provided by.....November 20, 2023
RFP Submittal Deadline by 5:00 pm (PST), November 27, 2023
Commission Recommendation and Action.....December 12, 2023
Proposed Contract Effective Date.....January 1, 2024

G. Revisions to the RFP and Rejection of Proposals

In the event that it becomes necessary to revise any part of the RFP, the Port of Kennewick reserves the right to add an addendum(s) to the RFP. An addenda will be emailed to all those who have requested a copy of the RFP and who are on the RFP emailing list.

The Port reserves the right to reject any and all proposals received without a penalty and to not issue a contract as a result of this RFP. The Port also reserves the right to cancel or to reissue the RFP in whole or in part prior to the execution of a contract.

H. Proprietary Information/Public Disclosure

All RFP proposals are subject to public disclosure in accordance with the public records act. Proposer may file an injunction with the courts as allowed within the laws of the state of Washington if the proposer feels there is proprietary information not subject to public disclosure.

I. Costs to Proposer and Ownership of Proposals/Copyright.

All labor, materials, and miscellaneous costs incurred and expended by a participating bidder in order to respond and produce and perform the submittal requirements of this RFP shall be borne entirely by the proposer. In responding to the RFP, the participating proposer agrees that it will indemnify and hold harmless the Port of Kennewick and Contract-Labor

Selection Team against any charges, costs, or claims that may arise as a result of their participation in this RFP.

All proposals submitted become the property of Port and will not be returned to the Proposer.

VI. Cost Component

The Cost Component should be limited to *not more than* five one-sided pages.

A. Standard Procedure for Payment of Fees

It is anticipated that the contract awarded as a result of this RFP will be an hourly, fully encumbered, per person rate. Payment will be made only following submittal of an invoice detailing the date, name, hours, and rate by contract employee.

B. Fee Explanation

Specify the fully encumbered fee(s) you would expect to receive for providing contract labor workers to the Port of Kennewick.

VII. Evaluation and Contract Award

- A. The evaluation process consists of responses to the Cost Component. The evaluation of the written proposals shall be performed by the Contract-Labor Selection Team.
- B. The Port of Kennewick reserves the right to accept or reject any or all responses, make one award, or make no award, and/or waive an immaterial deviation in a bid at the Port's sole discretion. Port's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements, either in the RFP or the requirements of the contract, if awarded the contract. Port reserves the right to award an opportunity to negotiate an agreement after reviewing, evaluating, and comparing all responses to this request and oral presentations, if conducted. Following selection, Port will negotiate exclusively with the selected proposer regarding specific tasks, costs, terms and conditions.
- C. If during negotiations, Port determines at its sole discretion that a satisfactory agreement is not possible or is unlikely, Port may end negotiations with that proposer and enter into negotiations with another proposer or pursue other alternatives, whichever is in the best interest of the Port of Kennewick.

- D. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in the RFP, as well as the contents of the proposer's proposal as accepted by Port.

VIII. Inspection of Records.

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any Jurisdiction during the term of this Agreement and for three years after its termination.

IX. Errors and Omissions

If the proposer discovers any discrepancy, error, or omission in this RFP or any attachments, or addendums, Port shall be notified immediately, and a written clarification will be issued to all bidders who have been furnished a copy of this RFP for bidding purposes. No proposer will be entitled to compensation for any error or discrepancy that appears in the RFP.

(Exhibit A)

CONSULTANT/SERVICE AGREEMENT

THIS AGREEMENT is effective the ____ day of _____, 20____, between the **Port of Kennewick** (hereinafter referred to as the “Port”) and _____, (hereinafter referred to as the “Contractor”) (collectively referred to as the “Parties”). The Parties, in consideration of the mutual promises contained herein, agree as follows:

ARTICLE 1. Purpose.

The purpose of this agreement is to

ARTICLE 2. Scope of Work.

2.1. Relationship of the Parties. It is understood by both Parties that the Contractor is an independent contractor, and not an employee of the Port. The Port will not provide the Contractor with any fringe benefits, including but not limited to health insurance benefits, paid vacation, or any other employee benefit. The Contractor shall be solely responsible for any and all local, state, or federal withholding taxes, social security, or self-employment taxes, business or occupation taxes, or any other tax obligation which arises from compensation received pursuant to this Agreement.

2.2. Contractor Responsibilities. The Contractor will provide services, staff, equipment, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Contractor will not start work until work is requested by the Port.

2.3. Standard of Care. The Contractor shall perform its work to conform to generally accepted professional standards. The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all work conducted under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or omissions in such work. The Port’s approval or acceptance of Contractor’s work shall not relieve the Contractor of responsibility for the adequacy or accuracy thereof. The Contractor shall remain liable for damages and costs incurred by the Port arising from the Contractor’s errors, omissions or negligent performance of services furnished under this Agreement.

ARTICLE 3. General Requirements.

3.1. Compliance with Codes and Regulations. The Contractor shall comply with all federal, state, and local laws, ordinances, and regulations, including standards for licensing, certifications, and operation of facilities and programs.

3.2. Progress Reports. At the Port’s option, the Port may require the Contractor to provide a monthly (or other time increment depending upon length of project) progress report on

the various phases and the order of performance of the work in sufficient detail as deemed by the Port so that the progress of the work can easily be evaluated.

3.3. Port Materials. All Reports, Port materials, and other data furnished to the Contractor by the Port shall be returned no later than thirty (30) days after completion of the work.

3.4. Ownership of Work. The services to be performed by the contractor shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the work products prepared by the Contractor in performing these services. The Contractor shall not be responsible for changes made in the work products by anyone other than the Contractor. The Contractor shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior written consent. In the event this contract is for intellectual property such as artwork or system designs for software programs the Contractor will assign to the Port an irrevocable license to use and reuse for any lawful purpose the work products created by the Contractor in the course of performing these services. **Records and other Tangibles.** Until the expiration of six years after the term of this Agreement, the Contractor agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

3.6. Disclosure. All information developed by the Contractor and all information made available to the Contractor by the Port, and all analyses or opinions reached by the Contractor shall be confidential and shall not be disclosed by the Contractor without prior written consent of the Port, except as may be required by the Washington State Public Records Act.

3.7. Indemnification/Hold Harmless. With respect to claims other than professional liability claims, the Contractor agrees to defend, indemnify and hold harmless the Port, its appointed and elected officers and employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Contractor in the performance of the Contractor's services.

With respect to professional liability claims only, and not commercial general liability claims, the Contractor agrees to indemnify and hold harmless the Port, its appointed and elected officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Contractor in the performance of the Contractor's services.

ARTICLE 4. Term of Agreement.

Term of Agreement. The period of performance under this Agreement will begin

4.1. Cancellation. Either party may cancel this Agreement on 30 days' written notice to the other party, by certified mail, return receipt requested.

ARTICLE 5. Compensation and Payment.

5.1. Compensation for Services. The Contractor will be paid for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

5.2. Billing Procedures. The Port will pay Contractor upon receipt of properly completed and Port approved invoices, which shall be submitted to the Port not more often than monthly. The invoices shall describe and document to the Port's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoices, provide a detailed breakdown of each type. Any single expense in the amount of \$25.00 or more must be accompanied by a receipt in order to receive reimbursement. Payment shall be considered timely if made by the Port within thirty (30) days after receipt of properly completed and Port approved invoices. Payment shall be sent to the address designated by the Contractor.

The Contractor shall send invoices to accountspayable@PortofKennewick.org. The Port reserves the right to change its invoice processing method at any time during the term of this Agreement.

The Port has timely financial reporting requirements. Therefore, the Contractor shall submit invoices for work performed no later than sixty (60) days from the date work is completed in order to ensure prompt payment. If Contractor fails to submit invoices within sixty (60) days from the date work is completed, the Port may charge an administrative fee of \$25 per day for each day the invoice is late or the Port may, in the Port's sole discretion, determine the work performed by the Contractor was donated to the Port due to the Contractor's failure to timely invoice the Port.

The Port may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement. No payment in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Port.

5.3. Waiver of Claims. The acceptance of the final payment by the Contractor shall constitute a waiver of all claims, of whatever sort or nature, by the Contractor against the Port.

ARTICLE 6. Insurance.

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the Port should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or its agents, while performing under the terms of this Agreement.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

A. Commercial General Liability Insurance Policy. Contractor shall provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantify to protect against legal liability arising out of the activity/ies contemplated by this Agreement but no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Additionally, the Contractor is responsible for ensuring that, if any subcontract has been authorized by the Port, that any such subcontractor provides adequate insurance coverage for the activities arising out of the subcontract.

B. Automobile Liability. In the event that services delivered pursuant to this Agreement involve owned, unowned or hired vehicles by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 combined single limit per accident.

C. Professional Liability. For Agreements involving amounts of \$50,000 or more, certain professional Contractors shall be required to maintain professional liability insurance of not less than \$1,000,000 per claim and in the aggregate. Insurance shall have an effective date prior to the effective date of this Agreement and coverage shall remain in effect for the term of this Agreement plus three years. These professional contractors subject to this provision include but are not limited to Architectural and Engineering firms or consultant firms where potential construction of improvements exceeds \$500,000.

D. All policies shall be issued by a company having an A.M. Best rating of A:VI or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to the Port. Except for professional liability, the Port shall be named as an additional insurance on all policies. The Contractor shall submit to the Port within fifteen (15) days of the Agreement effective date a certificate of insurance that outlines the coverage and limits defined in this Section.

ARTICLE 7. General Provisions.

7.1. Time Is Of The Essence. All time limits stated in the agreement documents are of the essence to the agreement.

7.2. Commitments. The Contractor is not authorized to make any agreements or other commitments for or on behalf of the Port without the written consent of the Port.

7.3. Severability. If any part, section or provision of this Agreement is adjudged to be invalid by a court of competent jurisdiction, such paragraph, section or provision shall be read out of this Agreement and shall not affect the validity of any remaining sections, parts, or provisions of this Agreement, nor give rise to any cause of action by either party against the other, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.4. Waiver. Any failure by the Port to enforce strict performance of any provision of the Agreement will not constitute a waiver of the Port's right to subsequently enforce such provision of any other provisions of the Agreement.

7.5. Assignment. Neither the Agreement nor any of the rights or obligations of the Contractor arising under the Agreement may be assigned or transferred, directly or indirectly,

(including subcontracting) without the Port's prior written consent. The Port shall have sole discretion in determining if it will approve any such assignment or transfer. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the Parties and their successors and assigns.

7.6. Counterparts. The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

7.7. Disputes. If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the Parties agree to endeavor to settle the dispute through a mediation firm acceptable to both Parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Contractor agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Benton County Superior Court of the State of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

7.8. Entire Agreement. The Parties agree that this Agreement is the complete expression of the terms and conditions hereto, and any oral representations or understandings not incorporated herein are excluded. The Parties agree that any modification of this Agreement must be in writing and signed by both Parties.

7.9. Notices. Except as otherwise provided, any notice required under this Agreement shall be made by written notice and sent to the other party by first class mail, postage paid, at the addresses below, or to any agent designated in writing by either party. Notices shall be sent to the parties as follows:

Port of Kennewick
350 Clover Island Drive, Suite 200
Kennewick, WA 99336

Company Name _____
Address _____
City, State & Zip _____
Phone Number: _____
Washington State UBI# _____
EIN# (SS#) _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth above.

CONTRACTOR

PORT OF KENNEWICK

By: _____

By: _____

Tim Arntzen, CEO

Printed Name: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Approved by CFO or Designee:

By: _____
Carolyn Lake, Port Counsel Date

By: _____
Nick Kooiker, CFO Date

**Exhibit B
CERTIFICATION AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by Port of Kennewick without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the Port of Kennewick, who previously was an employee of the Port of Kennewick during the past 24 months, whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that Port of Kennewick will not reimburse me/us for any costs incurred in the preparation of this proposal or possible oral presentation. All proposals and any subsequent ideas and material resulting from the RFP/contract become the property of Port of Kennewick and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
6. No attempt has been made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purposes of restricting competition.

Signature of Proposer

Title

Date