

WEST PLAINS/AIRPORT AREA Public Development Authority

dba



7106 W Will D Alton Lane, Suite 103A, Spokane, WA 99224

REQUEST FOR PROPOSAL (RFP) ECONOMIC DEVELOPMENT RESEARCH & ANALYTICS SERVICES

RELEASE DATE: September 3, 2024
DUE DATE: September 24, 2024

INTRODUCTION

The West Plains Airport Area Public Development Authority (dba S3R3 Solutions) in Spokane Washington is seeking proposals from qualified firms to provide economic development research and analytics services. S3R3 anticipates issuing a General Services Contract to the firm best qualified to provide the services outlined in this RFP at the procurement process's end. Fees are not to exceed \$50,000 over a 12-month period.

OUR PRIMARY OBJECTIVES INCLUDE:

1. Establish a baseline understanding of regional factors and trends that will inform S3R3 Solutions' Economic Development and Business Development strategies.
2. Identify regional competitive advantages and industry specialization that will inform future marketing materials.

THE DEADLINE FOR SUBMITTAL OF A REQUEST FOR PROPOSAL IS SEPTEMBER 24, 2024

One electronic copy must be emailed to Sueann Herkel at sueann@s3r3solutions.com and Laura Ives at laura@s3r3solutions.com no later than the deadline and must be clearly labeled Economic Development Research & Analytics Services. Submissions delivered after the posted deadline will not be considered for selection.

BACKGROUND

S3R3 Solutions is a quasi-governmental entity created to promote economic prosperity in the West Plains/Airport Area. Economic prosperity results from the recruitment, retention and expansion of thriving businesses creating diverse jobs for the citizens of Spokane County. S3R3 was created in July 2017 through a joint partnership (Interlocal Agreement) with the City of Spokane and Spokane County, and in partnership with the Spokane International Airport. Representing the Spokane region in economic development, it is critical for S3R3 to establish a strong brand presence, both physically and virtually, that represents the vision of S3R3.

SCOPE OF SERVICES

S3R3 invites proposals from qualified firms to enter into a General Services Contract to provide research consulting services to guide economic development strategy. The purpose of this RFP is to identify a partner who can deliver high-quality services on an ongoing basis, with the objective of providing data-driven projects used in businesses recruitment activities for the Spokane West Plains area.

The consultant will be responsible for the following tasks:

- **Data Collection and Analysis:** Gather and analyze data to identify local economic conditions and trends, including demographics, industry specialization, and core strengths.
 - **Conduct Regional Economic Inventory:** Analyze local industry specialization using verifiable data from economic development sources.
 - **Perform Target Industry Analysis:** Identify core strengths and value propositions for various industry in the West Plains area.
 - **Report Creation:** Develop a comprehensive written report that details all research findings and provides actionable insights for economic development and marketing strategy.
 - **Presentation Preparation:** Create presentations summarizing the research findings and present it to S3R3 Solutions staff and/or board members.
- **Ongoing Research Consultation:** Complete additional economic development related research projects as needed.
- **Ongoing Marketing Consultation:** Advise on marketing strategies that align with the research findings to enhance industry attraction efforts.

Please note that this description of the scope of services is intended to provide a general overview of the essential research needs of S3R3 and is not intended to be exhaustive.

QUALIFICATION REQUIREMENTS

Submissions should include the following:

1. Cover letter summarizing the firms' qualifications as they relate to the scope of work.
2. Brief description of the firms' approach to providing these services and your methodology for providing on-going support, including development of an hourly pricing schedule
3. Brief descriptions of the firm's experience navigating BLS, BEA, US Census Bureau, and other public data tools.
4. Identify the firms intended use of non-public tools such as, but not limited to, JobsEQ, Lightcast, or other data analysis tools to generate novel insights about the region.
5. Describe the firm's ability to provide ongoing support for research and marketing consultation services and present a proposed pricing structure.
6. Description of three projects completed in the previous five years that demonstrate the firm's experience in troubleshooting and delivering comprehensive economic development research projects for economic development organizations. Include names and contact information for the point(s) of contact for each project.
7. Provide three business references for whom work has been accomplished and briefly describe the type of service provided. Include names, addresses, telephone numbers, and email addresses. The firm grants permission to S3R3 to contact the references.

All costs for developing the Proposals in response to this RFP are the obligation of the firm and are not chargeable to S3R3.

ADDENDA

Firms that submit shall maintain an active email on file with S3R3. S3R3 shall email the submitting firms any Addenda or other additional information that may be necessary regarding this RFP. Submissions must include an acknowledgement of receipt of Addenda in the cover letter.

CONTRACT

Upon selection of a firm, S3R3 intends to enter into an agreement using its standard Consulting Services Agreement, which shall be used to secure these services. See Attachment A for a sample contract.

DISCRETION AND LIABILITY WAIVER

S3R3 reserves the right to reject all submissions or to request and obtain supplementary information as may be necessary for the staff to analyze the submissions pursuant to the selection criteria listed above.

Any firm, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

CONTACTS

All communication concerning this RFP should be directed to both contacts as listed below. Any oral communications will be considered unofficial and non-binding on S3R3.

Sueann Herkel
S3R3 Solutions
7106 W Will D Alton Lane, Suite 103A
Spokane, WA 99224
Phone: 509-381-4152
Email: sueann@s3r3solutions.com

Laura Ives
S3R3 Solutions
7106 W Will D Alton Lane, Suite 103A
Spokane, WA 99224
Phone: 509-381-3885
Email: laura@s3r3solutions.com

ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposal	September 3, 2024
Proposal Due	September 24, 2024
Evaluate Submissions	October 1, 2024
Negotiate Contract	October 8, 2024
S3R3 Approval of Contract	October 15, 2024

S3R3 reserves the right to revise the above schedule.

SUBMISSION OF PROPOSALS

Email the submission to Sueann@S3R3Solutions.com and laura@S3R3Solutions.com.

DUE DATE

It is the responsibility of the firms to be sure submissions are sent sufficiently ahead of time to be received no later than 4:00 PM local time on September 24, 2024. Please confirm Sueann is available prior to making hand deliveries to the office. S3R3 reserves the right to not consider Proposals received after 4:00PM on September 24, 2024.

PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of S3R3. All submissions received shall remain confidential until the award of contract. Thereafter, the submissions shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the submission that the firms desire to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire submission "exempt from disclosure" will not be honored.

S3R3 will consider a request for exemption from disclosure; however, S3R3 will decide predicated upon state law and regulations. If any information is marked as proprietary in the submission, it will not be made available until the affected firm has been given an opportunity to seek a court injunction against the requested disclosure.

REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP or provide any other pertinent information, it shall be noticed as an addendum to the RFP and emailed to the firms.

S3R3 also reserves the right to cancel or reissue the RFP in whole or in part, prior to final award of a contract.

MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

S3R3 encourages participation in all its contracts by firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Firms may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

ACCEPTANCE PERIOD

Submissions shall remain in effect for forty-five (45) days for acceptance by S3R3 from the due date for receipt of said submission.

A submitting firm is specifically notified that failure to comply with any part of the RFP may result in rejection of its submission as non-responsive.

S3R3 also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

MOST FAVORABLE TERMS

S3R3 reserves the right to make an award without further discussion of submissions. Therefore, all submissions should be proposed initially with the most favorable terms. There will be no best and final offer procedure. S3R3 reserves the right to contact a firm for clarification of its submission.

NO OBLIGATION TO CONTRACT

This RFP does not obligate S3R3 to contract for services specified herein.

REJECTION OF PROPOSALS

S3R3 reserves the right at its sole discretion to reject any and all submissions received without penalty and to not issue a contract as a result of this RFP.

EVALUATION

Proposals will be evaluated based on the following:

- The firm's experience and expertise in economic development research and analytics, and ability to navigate public and non-public data tools

- The proposed approach to completing data collection and analysis, including completion of a Regional Economic Inventory and Target Industry Analysis.
- The ability to provide continued consultation on research projects and coordination with marketing team.
- Feedback from past clients on the firm's performance on similar projects.

ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning submission. S3R3, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should S3R3 elect to hold oral presentations, it will contact the top-scoring firms to schedule a date, time and location. Commitments made by the firms at the oral interview, if any, will be considered binding.

AWARD OF CONTRACT

This RFP does not obligate S3R3 to award a contract.

S3R3 reserves the option of awarding this contract in any manner most advantageous for S3R3. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose submissions are the most favorable to S3R3, taking into consideration the evaluation factors. The Executive Director of S3R3 shall make the award of contract or purchase.

INTENT TO AWARD

After an award recommendation has been determined, the winning firm will be sent an Intent to Award notification via e-mail.

DEBRIEFING OF UNSUCCESSFUL SUBMISSIONS

Upon request, a debriefing conference will be scheduled with an unsuccessful submitting firm. Discussion will be limited to a critique of the requesting firm's submission. Comparisons between submissions or evaluations will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

PROTEST PROCEDURE

Award of contract, if made, shall be via email from the Executive Director of S3R3 Solutions. Proposers wishing to protest the award of the contract must make their protests before the S3R3 Board.

CONTRACT TERMS

ANTI-KICKBACK

No officer or employee of S3R3, having the power or duty to perform an official act or action related to any contract with S3R3 shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

DISPUTES

Any contract with S3R3 shall be performed under the laws of Washington State. Any litigation to enforce the contract or any of its provisions shall be brought in Spokane County, Washington.

TERMINATION

Either party may terminate an awarded contract by sixty (60) days written notice to the other party.

NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with any contract with S3R3 because of age, sex, race, color, religion,

creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. A firm awarded any contract with S3R3 agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

COMPLIANCE WITH WAGE PAYMENT STATUTES

A contract with S3R3 will require a certification of compliance with wage payment statutes. A certification form will be sent with the contract to be signed by an authorized representative of the firm stating that within the three year period immediately preceding the Request for Proposal's solicitation date, the firm is not a "willful" violator as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

LIABILITY

Any firm awarded a contract with S3R3 shall indemnify, defend, and hold harmless S3R3, its officers and employees from all claims, demands, or suits in law or equity arising from the firm's negligence or breach or its obligations under the contract. The firm's duty to indemnify shall not apply to liability caused by the sole negligence of S3R3, its officers and employees. The firm's duty to indemnify for liability arising from the concurrent negligence of S3R3, its officers and employees and the firm, its officers and employees shall apply only to the extent of the negligence of the firm, its officers, and employees. The firm's duty to indemnify shall survive termination or expiration of the contract. The firm waives, with respect to S3R3 only, its immunity under RCW Title 51, Industrial Insurance.

INSURANCE COVERAGE

During the term of the contract, any firm with a contract with S3R3 shall maintain in force at its own expense, each insurance coverage noted below (if applicable):

- **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the PDA, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; and
- **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- **Professional Liability Insurance** with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the firm or its insurer(s) to S3R3.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to S3R3 at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to S3R3 acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that S3R3 is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

- A.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B.** 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 such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and S3R3, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. S3R3 shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for S3R3.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to S3R3.

Verification of Coverage

Consultant shall furnish S3R3 with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by S3R3 to ensure proper accounting of all funds contributed by S3R3 to the performance of this Agreement.
- B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by S3R3.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by S3R3 during the performance of this Agreement.

10. Termination.

- A. S3R3 reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to S3R3.
- B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.
- C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.
- D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.
- E. This provision shall not prevent S3R3 from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of S3R3.

13. Conflict of Interest. S3R3 insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with S3R3. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with S3R3. Consultant will not disclose any information obtained through the course of their work for S3R3 to any third party, without written consent of S3R3. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not S3R3's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding S3R3 obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, S3R3 will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to S3R3 in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the West Plains Airport Area PDA shall be sent to the following address:

West Plains Airport Area Public Development Authority
 7106 W Will D Alton Lane, Suite 103A
 Spokane, WA 99224
 Phone number: (509) 381-4152
 Email:
 Email: laura@s3r3solutions.com

sueann@s3r3solutions.com

Notices to the Consultant shall be sent to the following address:

Company Name:
Contact Name:
Street Address:
City, State Zip:
Phone Number:
Email:

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Spokane County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Spokane business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with S3R3.

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon S3R3 and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

West Plains Airport Area Public Development Authority DBA S3R3 Solutions	Consultant:
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date: