CLALLAM COUNTY ECONOMIC DEVELOPMENT COUNCIL AND CLALLAM EDC REQUEST FOR PROPOSAL

PROFESSIONAL SERVICES

FORKS AREA ECONOMIC REVITALIZATION

Issued by
Clallam County Economic Development Council
141 W. First Street
Port Angeles, WA 98362

RFP INFORMATION		
Contact:	Colleen McAleer, Clallam EDC	
Email Address:	cMcAleer@clallam.org	
Phone:	(360)461-2218	
Submittal Date:	August 22, 2025 at 5 PM (PDT)	

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS VIA E-MAIL DIRECTLY TO THE CONTACT LISTED ABOVE AND INCLUDE 'CLALLAM EDC FORKS INDUSTRIAL PARK RECONFIGURATION' IN THE SUBJECT LINE

A. PURPOSE

The Clallam EDC (EDC) is soliciting Proposals (PROPOSAL) from firms qualified and interested in providing professional market research and planning with engineering analysis as a subcomponent. The fiscal sponsor for this work is the Clallam County Economic Development Council (EDC). The primary project contact will be EDC staff, and the selected firm will coordinate with the EDC to complete the scope of work.

Up until the early 1990's the West End of Clallam County had a vibrant economy. In particular, the City of Forks was the focal point of economic activity in the West End of the North Olympic Peninsula. The forest products industry was the base economy not just for Forks, but the expanse of the West End of Clallam County and Jefferson County. Situated on 21 acres, the City of Forks Industrial Park (FIP) is an underutilized asset that was designed for one large employer who has long since ceased operations in the FIP's largest building of 84,000 square feet. The contract is for recommendations and analysis for the FIP and surrounding areas.

The FIP is centered in the West End's robust timber basket that complements barging out of Clallam Bay/Sekiu and potentially other sites. The FIP will take advantage of anticipated barging capacity on the Peninsula's West End. A reconfigured FIP, in concert with barging improvements funded through RECOMPETE and on-land logistics improvements, will strengthen the case for recruiting new businesses to the County's West End. A reconfigured FIP could also provide space for local entrepreneurs to grow their businesses.

With new water-borne transport options, Forks' proximity to abundant forest fiber and residuals, and impending logistics improvements, the FIP is well situated to provide valuable space for new businesses that process feedstocks and/or manufacture sustainable forest products.

B. BACKGROUND

The Clallam Forest Product Innovation Program will fund 12 complementary projects to retain and create jobs for the region's diverse population. These investments are critical to providing employment for prime age workers who are not currently in the labor force, including tribal members. Most of the employment opportunities expected to result from the projects described below will be accessible to residents through training by employers, high schools or Peninsula College. The Clallam Forest Product Innovation projects fall into four categories: Tribal Housing Manufacturing, Wood Product Manufacturing, Workforce Training and Transportation. These projects advance a coordinated Peninsula-wide strategy built through collaboration among city, county, state and federal officials, Tribal leaders, economic development organizations, private industry, NGOs and utilities – first in response to the RECOMPETE opportunity and then in response to the McKinley Mill closure in August 2024.

The Forks Industrial Park (FIP) was developed by the City of Forks in the early 1990s with the intention of developing the needed infrastructure to secure the long-term tenancy of Portac to lease and utilize as a planer-mill site. The central component of the city-owned industrial park consists of 21.46 acres divided into four nearly equal parcels dominated by 84,000 sq. ft. manufacturing building with an attached 900 sq. ft. office/administrative building. A \sim 4,000 sq. ft. hog fuel storage building and a \sim 1,200 sq. ft. vehicle and equipment maintenance building are part of the central industrial park area.

The mill site opened in late 1994. The site worked symbiotically with the Portac's Beaver mill site and combined the two sites produced dimensional lumber. Over the course of twenty+ years, and a change in ownership, the Forks site employed between 45-50 individuals when Interfor ceased operations at both sites in 2014. At the time of closure, both sites employed 87 individuals plus an additional 17 contracted trucking positions. After being vacant for nearly eight years, the city leased the entire "Interfor" site to SGTM, a Florida based corporation that was exploring the production of dimensional lumber, wood-based landscaping materials, and a soil additive. SGTM took possession of the site in the Summer of 2023. However, in the latter part of 2024, SGTM experienced financial problems and abandoned the lease.

The on-site septic system associated with the manufacturing building does not extend to other portions of that lot, nor the other three lots in the central core of the FIP. Both water and electrical main lines circle the property, however, the internal distribution of both utilities is not marked on the drawings that the city has in its possession.

PROJECT SPECIFIC BACKGROUND

C. SCOPE OF SERVICES

The selected firm will assist EDC by developing a Forks Industrial Park Reconfiguration described in Attachment A, Scope of Work.

D. PROPOSAL ELEMENTS & EVALUATION CRITERIA

Proposals should present information straightforwardly and concisely while ensuring complete and detailed descriptions of the firm's (including the prime, key team members, and significant subconsultants) ability to meet the requirements and provide the required services of this RFP. Emphasis will be on the completeness of the content. The written proposal should be prepared in sequential order as outlined below.

1. Qualifications and Experience (50 possible points)

- a. Briefly list and describe your firm's previous experience providing like-kind analyses and planning. For each project listed, the information should include:
 - i. Name and location of the industrial park or area and the date the work was completed.
 - ii. Name and telephone number of the manager or staff person whom your firm worked with on the project.
 - iii. Name of your project manager and pertinent project team members.
 - iv. Brief description of the work performed.
- b. Provide the names of your members and those of any proposed sub-consultants who would be involved in this project. Include the following information:
 - i. Individual's proposed role in the project.
 - ii. A resume or brief description of the individual's previous experience relating to their role in this project.
 - iii. For any proposed sub-consultants, indicate their experience in like-kind projects.

2. Description of Approach (40 points possible)

a. Provide a proposed work plan and how that plan will be accomplished. Highlight issues you feel will be relevant and strengths your organization has to deal with those issues.

3. Demonstrate Capability to Perform Services (10 Points)

- a. List references that would attest to the expertise of the company and the assigned personnel.
- b. Provide an estimated timeline to complete the project.

Review and Selection

Consultant selection will be in accordance with 40 U.S.C. Chapter 11, "Brooks Act," and Chapter 39.80 RCW and based on the evaluation and scoring of the qualifications where the most qualified competitor is selected (highest points) unless it is deemed necessary by the EDC to conduct interviews of closely scored consultants. If conducted, interviews will be evaluated and scored up to an additional 25 points and added to the evaluation points listed above. The consultant determined best qualified (highest points score) to perform the work will be selected by EDC's review committee for acceptance, subject to the successful negotiation of a contract for professional services.

Submittal Process

Direct all inquiries on this Request for Qualifications to Colleen McAleer at 360-461-2218 or cmcaleer@clallam.org.

The Proposals (PROPOSAL) shall be submitted as a PDF via email, with the Subject: CLALLAM EDC FORKS AREA ECONOMIC REVITALIZATION RFP, to Colleen McAleer at cmcaleer@clallam.org no later than <u>5</u> PM PDT, August 22, 2025. PROPOSALs shall not exceed ten (10) pages, including attachments.

Clallam EDC reserves the right to reject any PROPOSALs submitted. This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful PROPOSAL (as accepted by Clallam EDC), shall be binding and incorporated by reference in the contract with the Consultant. Clallam EDC will not be liable for any costs incurred by the Consultant in the preparation and presentation of PROPOSALs or proposals submitted in response to this RFP. The selected firm will be required to execute the Clallam EDC's Standard Agreement for Professional Services (attached).

Solicitation Timeline

Issuance of RFP	Aug 1, 2025	
Proposals due	Aug. 22, 2025 @ 5:00 PM (PDT)	
Short List of Consultants*	Aug. 26, 2025	
Interviews (if required) *	Aug. 28, 2025	
Final Selection*	Sept. 3, 2025	
Execute Contact*	Sept. 5, 2025	

^{*}Dates are tentative

<u>Attachments</u>

Attachment A: Scope of Work

The Forks Industrial Park (FIP) reconfiguration study will assess how best to provide space for tenants, potentially optimize space for existing small tenants. The study will take advantage of anticipated barging capacity on the Peninsula's West End -- an area primarily centered around the town of Forks and bounded by the Pacific Ocean to the west, Lake Crescent to the east, the Strait of Juan de Fuca to the north, and the Hoh Rain Forest to the south. This Scope of Work will also assess the broader economic opportunities within the forest products industry in the West End of Clallam and Jefferson Counties. The approach emphasizes identifying and recruiting other potential tenants, based on potential complementarity with one another and area resources, advantages and opportunities.

The Project Scope includes the following:

- 1. Tenant (2-5) Recruitment Services and associated job creation in the West End of Clallam County
 - a. Assess the future state of infrastructure after prospective anchor tenant has built and is operating proposed sawmill.
 - i. Meet with prospective anchor tenant to understand infrastructure plans.
 - ii. Identify prospective anchor tenant cost centers, wastes, byproducts, needs and goals for potential symbiosis.

- b. Identify candidates for recruitment based on potential symbiotic exchange at FIP or nearby sites.
 - i. Based on prospective anchor tenant analysis of Industrial Symbiosis potential, identify businesses that could bring value to an FIP symbiosis.
 - ii. Engage target businesses for recruitment.
- c. Identify candidates for biomass-related business recruitment at FIP or nearby sites
 - i. Work with regional businesses and stakeholders to identify possible ventures in biomass mobilization, transportation and processing that could take place at FIP or otherwise benefit Forks-area workers.
 - ii. Identify FIP role and/or nearby sites in prospective Climate Commitment Act (CCA) funded biomass utilization innovation pilot with other partners.
- 2. Site Assessment & Barrier Identification Report
 - a. Baseline of utility information: assessing the existing internal electrical distribution system, internet, water, septic, and stormwater at FIP and other sites as directed.
 - Determine the size and location of access points/demarcation points to the external infrastructure.
 - ii. Determine the costs for the installation of services for each reconfigured lot and include the time associated with design, permitting, and installation of the service for each lot. Identify critical path to installation of the service (to allow the FIP ownership or prospective new tenants to plan an accurate "commissioning and in-production" timeline).
 - b. Provide a clear understanding of what the properties can and cannot support.
- 3. Building Design Plans based on preferred configuration for potential small tenants if practicable.

Final Report: Using narrative, charts, and data, the final report should include an assessment of the scope items above and make clear connections to the broader whole, namely:

- (1) FIP's ideal location to complement barging out of nearby LaPush (Quileute Nation), Neah Bay (Makah Tribe), and Clallam Bay/Seiku,
- (2) With the help of barging and on-land logistics improvements, strengthen the case for recruiting new businesses to the Peninsula's West End, and
- (3) The West End's' proximity to abundant forest fiber and residuals, and impending logistics improvements, enabling the FIP and the surrounding area to provide valuable space for new businesses that process feedstocks and/or manufacture sustainable forest products.

Attachment B – Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

PROJECT: CONSULTANT:	
THIS AGREEMENT is made and entered into by and between the Clallam Council (hereinafter referred to as the "Clallam EDC") and as the "Consultant") for the furnishing of consultant services for Forks Industrial P	(hereinafter referred to
The EDC and Consultant mutually agree as follows:	

SCOPE AND SCHEDULE OF WORK

List of Deliverables:

Note: See Attachment A for scope details.

COMPENSATION

This will be accomplished on a time and expense basis and will not exceed Four Hundred Thousand Dollars (\$400,000) without prior written approval from Clallam EDC

LENGTH OF AGREEMENT

The length of this agreement is from September 5th, 2025, through April 30th, 2026.

RATE AND FEE SCHEDULE AND OUT-OF-POCKET EXPENSES

Note: See Attachment B for schedule of fees

REPRESENTATIVES

The Clallam EDC's Representative, EDC's Project Manager, and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

Clallam EDC's Representative:	Colleen McAleer
EDC's Program Manager:	Roy Mann
Consultant's Representative:	

TERMS AND CONDITIONS

In consideration of the mutual covenants, obligations, and compensation to be paid by the Clallam EDC to Consultant, it is agreed that:

1. Relationship of the Parties

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

2. Conflicts of Interest

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

3. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the services, including registration and taxes, permitting regulations and those regarding employee safety, the workplace environment, and employment eligibility verifications as required by the Immigration and

Naturalization Service. Consultant shall obtain all licenses and permits required to complete the scope of work as defined.

The Clallam EDC and EDC shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and subconsultants, and incorporated into the contract documents as appropriate.

4. Suspension and Debarment

By signing this agreement, the Consultant verifies that it has not been suspended or debarred from working on federally funded projects

5. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and following Consultant's receipt of final payment therefore to deliver such records to the Clallam EDC upon termination of the Agreement or otherwise as requested by the EDC.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Clallam EDC has ownership rights to the work products prepared by the Consultant in performing these services. Consultant shall not be responsible for changes made in the work products by anyone other than the Consultant. Consultant 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 Clallam EDC and EDC's prior consent.

7. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the Clallam EDC and EDC, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Clallam EDC and EDC except to the extent required by law or legal process.

8. Deliverables

Unless otherwise specified in the Scope of Work, Consultant shall provide draft deliverables to the EDC for review prior to preparation of final deliverables. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product in a PDF format or other format specified by the EDC.

9. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Clallam EDC shall pay Consultant as specified in the Agreement. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate based on road mileage distance between Consultant's office and project location. Consultant's expenses will be reimbursed at cost. Hourly rates shall include all of Consultant's routine administration and overhead expenses, including all equipment, software, tools and supplies reasonably required to perform the scope of services. The Clallam EDC will not separately reimburse Consultant for routine overhead expenses or administration including but not limited to:

- A. Computer hardware or software usage
- B. Digital camera or recording equipment
- C. Communications including phone, internet, fax, postage and courier
- D. Routine reproduction except for documents produced by outside vendor
- E. Small tools and expendables.
- F. Federal, state or local taxes
- G. Safety training and equipment
- H. Time devoted to Agreement negotiation, invoicing or dispute resolution.

10. Payment Schedule

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, by the

10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

11. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

12.Indemnity

For all claims arising from the performance of the Consultant's professional services Consultant and its subconsultants agree to indemnify and hold harmless each entity in the Clallam EDC, their appointed and elective officers and their 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, to the extent arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

13. Insurance

Prior to commencement of services under this Agreement and if required below, Consultant shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers with a current A.M. Best's rating of no less than "A VI". Consultant shall submit to the Clallam EDC a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without written notification to the Clallam EDC, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. Consultant agrees to notify the EDC of any material change of coverage or reduction in limits. Except for professional liability, each member of the EDC shall be individually named as an additional insured on all policies on ISO Form CG 20 10 Form B.

This Agreement 🖂 Does Lipid Does not require commercial general liability insurance. If neither box is checked, commercial general liability insurance is required. If required, the following will apply:
Consultant shall procure and maintain during the life of this Agreement commercial general liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;
This Agreement Does Does not require automobile liability insurance. If neither box is checked, automobile liability insurance will be required. Consultant shall procure and maintain during the life of this Agreement automobile liability insurance covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident. Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form.
This Agreement 🗵 Does 🔲 Does not require Professional Liability insurance coverage. If neither box is checked, the Agreement does require this coverage.
Consultant shall procure and maintain during the life of this Agreement professional liability insurance of

14. Force Majure

Neither the Clallam EDC nor the Consultant shall hold the other party responsible for damages or delay in performance caused by acts of god, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

\$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the date of commencement of services and shall remain in effect for the term of this Agreement plus three years.

15. Standard of Care

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all deliverables prepared under this Agreement Consultant shall, without additional compensation, correct or revise any errors or omissions in such deliverables. The Clallam EDC and EDC's approval of deliverables shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the Clallam EDC to the extent arising from the Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

16. Competitive Specification

This Agreement \boxtimes Does \square Does not require development of plans or specifications. If required, the following paragraph shall apply:

Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

17. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

18. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Clallam EDC.

19. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Clallam EDC for cause when the Clallam EDC deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Clallam EDC may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination. The provisions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

20. 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 Clallam EDC reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant 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 Clallam County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

21. Extent of Agreement

This Agreement represents the entire and integrated understanding between the Clallam EDC and Consultant and may be amended only by written instrument signed by both the Clallam EDC and Consultant.

22. Order of Precedence

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- 1) Professional Services Agreement including Terms and Conditions, as modified by the latest amendment.
- 2) Attachment A, Scope of Work, as modified by the latest amendment.
- 3) Remaining attachments to the Professional Services Agreement:

AGREED

This agreement is expressly conditioned upon the Terms and Conditions and any Attachments attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

CLALLAM COUNTY ECONOMIC DEVELOPMENT COUNCIL

Colleen McAleer Executive Director	
	2025
	CONSULTANT
By:	
Consultant	
<u>Title</u> :	
	2025