# **Request for Proposals**

Title:

Market Analysis for BUILT

**Cluster RFP** 

Due:

8/5/2022

No later than 11:00 a.m. PST

Contact:

**Mel Clark** 

CEO and President,

CleanTech Alliance

mel@cleantechalliance.org

## SCHEDULE

7/13/2022	Public announcement of Request for Proposals
8/5/2022	Proposals Due no later than 11:00 a.m. PST
8/19/2022	Selection of Consultant and Negotiation of Specific Terms
12/31/2022	Contract Closed Out

<sup>\*</sup>NOTE: Dates as indicated are best estimates for informational purposes only.

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#### SUBMITTAL INSTRUCTIONS

Electronic submittal: Submit one (1) electronic proposal and any required attachments, the Submittal Packet first page shall be digitally signed by an authorized representative of the proposer's firm. For easy identification, please list "Market Analysis for BUILT Cluster RFP" in the subject line of the email. Electronic submittals shall be sent to Mel Clark at <a href="mel@cleantechalliance.org">mel@cleantechalliance.org</a> and must be received by proposals due date referenced above.

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

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

#### **PROJECT OVERVIEW**

The CleanTech Alliance is soliciting proposals from experienced individuals or firms ("Proposer" or "Proposers") interested in providing a market assessment for the newly formed BUILT Cluster.

#### **BACKGROUND**

The CleanTech Alliance is soliciting proposals from contractors (hereafter referred to as "Consultant") interested in providing an assessment and analysis of the market opportunities of the Northwest region with emphasis on Washington State strengths, measuring the potential impact of the technologies, processes and services that facilitate the decarbonization of the built environment. The "built environment" consists of a wide array of products, services, and manufacturing processes needed for the production, operation, and maintenance of residential, public, and commercial buildings and related infrastructure projects that connect people and communities.

This market analysis will serve to guide the BUILT Cluster, its Advisory Board members, and staff on high impact areas that Washington State, and the Northwest broadly can lead in decarbonizing the built environment, construction, and infrastructure. A recently awarded grant from the Economic Development Administration "EDA" provides funding through the Washington department of Commerce to the CleanTech Alliance for this market analysis that will establish ambitious goals based on the analysis of the current domestic and global cleantech sector, its relative market strengths, current customer base, and annual revenues. The Cluster will develop a 15–20-year plan with related metrics that assesses domestic and global growth in the construction sector with emphasis on where Washington State and the Northwest region can lead on decarbonization technologies, policies and implementation.

This solicitation is meant to select one consultant/firm to conduct a market assessment of strengths and opportunities that Washington State has, which will allow it to lead in decarbonizing the built environment and the infrastructure and construction sectors as a whole. Additionally, this assessment should provide specific areas where collaboration on challenges will elicit the most value – social, environmental, and capital to the State. The consultant/firm should also focus its analysis on areas that will bring the most social

and economic value to historically excluded communities and those communities that have been and will continue to be most hard hit by climate impacts. The BUILT Cluster is focused not only on technology development, but equitable implementation to ensure diverse communities are not excluded from the decarbonization of the built environment's positive impacts.

The most important aspect of submitting a well-written and well-articulated plan to serve the above areas, is to identify in the submittal particular attention to the following skills: commitment to Justice, Equity, Diversity, and Inclusion; excellent communication; experience; and ability to foster collaboration amongst organizations typically in competition with one another.

#### DESIRED PROPOSAL

The CleanTech Alliance desires a proposal that provides a single point of contact on a monthly fixed-fee professional services contract. The consultant should be able to provide the following services and identify an approximate number of hours of availability monthly for the fee proposed.

- 1. Review of existing reports, and information on the Northwest's strengths within the built environment sector, including but not limited to residential buildings, infrastructure sector major public works projects, demand in clean energy manufacturing and life cycle analysis of materials.
  - a. The review should focus on both reviewing technology readiness levels (TRLs) of proposed technologies as well as human readiness levels (HRLs) for implementing decarbonization practices, processes, and technologies in the built environment sectors.
  - b. Review should highlight target areas that would have the greatest positive impact on historically excluded populations and communities that are most vulnerable to current and future climate impacts.
- 2. Describe the high value market opportunities in the Northwest with an emphasis on Washington State within the built environment/construction/infrastructure sectors where the BUILT Cluster can lead and help Washington be recognized both nationally and globally.
- 3. Describe the global market opportunities and trends where the BUILT Cluster and Washington State companies can lead and export expertise, technologies, and processes.
- 4. Determine specific market opportunities within the built environment that will require collaboration between public, private, academic and research, and a variety of funding strategy. The BUILT Cluster focuses on projects that bring together a wide variety of entities around solving challenges that can't be solved by one single organization or company.

#### CONTRACT LENGTH

CleanTech Alliance desires a contract term of no more than (6) months, ending no later than 12/31/2022. At the CleanTech Alliance's discretion, and subject to relevant statutes, rules, and regulations, terms may be renewed for one annually term upon mutual written consent and under generally similar terms, conditions, and rate.

#### PROPOSAL SUBMITTAL REQUIREMENTS

To ensure that all information provided is properly evaluated, please organize and label proposals in the structure provided below. Submittals shall not exceed ten (10) pages total including all required components; proposer(s) will not be graded upon the length of their proposal or effort to reach the 10-page maximum. Proposer(s) are encouraged to focus on quality and brevity in their proposal.

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

- 1) **Transmittal Letter with Original Signature**: A cover letter generally outlining the proposer's ability to perform the services outlined in this RFP; signed by an authorized individual representing the Proposer's firm in contractual obligations that includes proposer's minority or women-owned business status if applicable.
- 2) **Proposed Rate**: Proposer shall provide their desired consultant services rate, as well as an estimated total fee for their work; it is preferred that CLEANTECH ALLIANCE is invoiced in equal monthly installments. Proposal amount not to exceed \$40,000. Proposals in excess of this amount will be considered nonresponsive and will not be evaluated.
- 3) **Proposed Scope of Work**: Proposer shall provide a more detailed overview of the method and strategy they intend to employ in fulfilling the needs of the CleanTech Alliance as described in the 'Desired Proposal' section.
- 4) **Licensing**: Provide a current business license or copy of a complete application to do business in Washington State.
- 5) **Ability to Contract**: Proposer shall have the ability to negotiate a contract with the EDA based on the exceptions/changes requested to the Pro-Forma Agreement. Proposer may not be debarred, suspended or otherwise ineligible to contract with the federal government. The Proposer must have or obtain a valid Unique Entity Identifier from SAM.GOV prior to entering contract. PTAC is offering free services based on state regions to assist with this process and also have a direct line to GSA for expedited customer service in the event of an incident report due to legal business name and address validation.
- 6) **Experience**: List the Proposer's top three (3) business references for the type of work most relevant to the content of this RFP. Listing for each reference should provide the references business name or d.b.a., lead staff contact, staff contact phone, staff contact email, and a short description of the services rendered.
- 7) **Legal Action**: Disclose any current or recent (within past five years) legal action in progress or taken against the firm or individuals.
- 8) Disclosure: List all business transactions and relations within the past five years that may create or be

perceived to create a conflict of interest. Any business dealings or recommendations of a product or firm that may conflict with this project shall be disclosed.

#### **EVALUATION CRITERIA**

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

#### PROPOSAL EVALUATION

- 1) The CleanTech Alliance may choose to invite one or more of the proposers to demonstrate their experience and/or interview with the CleanTech Alliance.
- 2) The CleanTech Alliance reserves the right to award a contract with the single highest rated proposer without preceding interviews or demonstrations.
- 3) Ownership of Material Ownership of all data, materials, and documentation originated and prepared for the CleanTech Alliance pursuant to the RFP shall belong exclusively to the CleanTech Alliance and be subject to public inspection after award by the Commission in accordance with the Washington State Public Records Act (RCW 42.56). Trade secrets or proprietary information submitted by the Respondent shall not be subject to public disclosure under the Public Records Act, unless otherwise required by law or a court. However, the Proposer must invoke the protection of the Public Records Act, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data ormaterials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.

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

#### RFP QUESTIONS AND CLARIFICATIONS

Questions shall be submitted to the CleanTech Alliance by email to: Mel Clark at mel@cleantechalliance.org not later than the date and time referenced in the Schedule on the title page. Please reference the "Market Analysis for BUILT Cluster RFP" in the subject line when submitting questions via email.

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

#### ADDENDA

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

#### SUBMITTAL EFFECTIVE DATE

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

#### **DEBRIEF PROCEDURES**

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

#### INSURANCE REQUIREMENTS AND INDEMNIFICATION

Evidence of financial stability and credit worthiness; ability to meet the CleanTech Alliance 's insurance requirements is mandatory. The chosen Consultant shall provide the CleanTech Alliance with certificates of Fidelity Insurance as described inSection 5 of the Washington State Department of Commerce Services Contract with the CleanTech Alliance through the Office of Economic Development & Competitiveness for Innovation Cluster Accelerator Program (hereafter referred to as the "ICAP Agreement") for commercial general public liability insurance policy with limits of coverage of at least \$1,000,000.

A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.

B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

If the contractor includes driving to attend in person meetings with the CleanTech Alliance in their scope of work, automobile liability insurance policy with limits of coverage of at least \$1,000,000 in the aggregate. Consultant agrees that it is responsible for any and all of its deductibles. The CleanTech Alliance shall be named as beneficiary. Insurance and contract terms will be discussed in additional detail during contract negotiations.

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the CleanTech Alliance, its employees, Board, and Volunteers and the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom. COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

### TITLE VI (FEDERAL) NON-DISCRIMINATION

The CleanTech Alliance assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any CleanTech Alliance sponsored program or activity. The CleanTech Alliance further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

#### CLEANTECH ALLIANCE NON-DISCRIMINATION

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

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

The Vendor shall comply with the substantive requirements of RCW 49.60, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Vendor of the Vendor's compliance with the requirements of Chapter RCW 49.60. If the Vendor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter RCW 49.60, this Agreement may be subject to a declaration of default and termination at the CleanTech Alliance's discretion. This provision shall not affect the Vendor's obligations under other federal, state, or local laws against discrimination.

#### OTHER PUBLIC AGENCY ORDERS

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