

Request for Proposals

Title:

VERTical Cluster Executive
Director RFP

Due:

February 2, 2024
No later than 11:00 a.m. PST

Contact:

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01. SCHEDULE

01/08/2024	Public announcement of Request for Proposals
02/02/2024	Proposals Due no later than 11:00 a.m. PST
02/09/2024	Selection of Consultant and Negotiation of Specific Terms
09/30/2024	Contract Closed Out

*NOTE: Dates as indicated are best estimates for informational purposes only.

02 .TABLE OF CONTENTS

01. Schedule.....	1
02 .Table of Contents.....	2
03. Submittal Instructions.....	3
04. Project Overview.....	3
05. Background	3
06. Desired Proposal	4
07. Contract Length.....	6
08. Proposal Submittal Requirements	6
09. Evaluation Criteria.....	7
10. Proposal Evaluation	7
11. RFP Questions and Clarifications	9
12. Addenda	9
13. Submittal Effective Date	10
14. Debrief Procedures	10
15. Insurance Requirements and Indemnification	10
16. Title VI (Federal) Non-Discrimination	10
17. Port Non-Discrimination	10
18. Other Public Agency Orders.....	11

03. 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 “VERTical Cluster Executive Director RFP” in the subject line of the email. Electronic submittals shall be sent to scollins@portofbenton.com and must be received by proposals due date referenced above.

Proposals shall contain all required information as defined herein and be submitted to the Port of Benton 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.

04. PROJECT OVERVIEW

The Port of Benton (“Port”) is soliciting proposals from experienced individuals or firms (“Proposer” or “Proposers”) interested in providing Executive Director Contractor services to the VERTical Cluster, which is administered by the Port of Benton and governed by its newly established (October 2023) industry-led Board of Directors. It is operated under its newly established nonprofit 501(c)(6) entity. The VERTical Board is chaired by Ken Langdon of Energy Northwest, with industry members Fred Hughes of the Fluor Corporation, and Jeff Whitt of Framatome U.S. Government Solutions. Proposers will be permitted to submit a proposal as further detailed under **Section 06. Desired Proposal**.

05. BACKGROUND

The Port of Benton (hereafter referred to as “Port”) fosters economic development and trade by providing quality infrastructure and multimodal transportation at a variety of sites in Benton County of Washington State. The Port also administers the region’s state Innovation Partnership Zone known as the Tri-Cities Research District (TCRD). The TCRD’s goal is to accelerate innovation that results in economic growth, investment capital, and educational resources for local startups in southeastern Washington State. Target sectors of greatest interest are within advanced manufacturing, clean energy and bioscience sectors that support state-wide decarbonization.

VERTical (‘vert’ is green in French, and the operative word for the green cluster) is an advanced clean energy innovation cluster based in the Tri-Cities area of southeastern Washington—the most robust clean energy region in the U.S. Launched in January 2022 with funding from the Washington State Department of Commerce, VERTical has rapidly expanded into a cohort of more than 160 organizations—all working together to accelerate the deployment of next-generation nuclear and other advanced carbon-free energy technologies for a sustainable future.

In September 2023, VERTical became a stand-alone 501(c)(6) nonprofit organization, with an independent board composed of energy industry leaders. The organization also changed its name from “Washington VERTical” to simply “VERTical” to acknowledge its broader regional and national impacts. VERTical is administered by the Port of Benton: a publicly funded municipal corporation established in 1958 to drive economic development. The Port of Benton was designated as a nuclear port in 1965 by the U.S. Coast Guard.

VERTical is building a thriving ecosystem where experienced developers, manufacturers, operators and frontline workers collaborate with researchers, industry trailblazers and government partners to help solve industry challenges and move next-generation clean energy technologies forward. VERTical’s projects are informed by industry feedback and are designed to help our partners achieve local, regional, and national energy goals.

To fulfill its mission, VERTical has developed the following nine project areas:

- Facilitate Next-Generation Reactor Demonstration and Deployment
- Accelerate Advanced Manufacturing to Onshore and Secure the Supply Chain
- Grow the Advanced Clean Energy Market
- Train the Next-Generation Nuclear Skilled Trades and Professional Workforce
- Attract Capital for Next-Generation Nuclear
- Establish a Regional Nuclear Quality Management Center of Excellence
- Ready Next-Generation Nuclear Energy Suppliers
- Coordinate Grant Partners (to reduce regional competition), Leveraging State and Federal Funds
- Educate and Advocate for Nuclear Energy

06. DESIRED PROPOSAL

The Executive Director is the visionary leader of the innovation cluster, responsible for setting the strategic direction, ensuring operational excellence, and driving the mission of advancing innovation in the fields of advanced nuclear and clean energy.

Key Responsibilities:

- Oversee the development and execution of innovative programs and projects in collaboration with industry partners and research institutions.
- Ensure program outcomes align with the organization's mission and strategic goals.
- Work closely with the Cluster Administrator (Diahann Howard) to develop and manage the organization's budget.

- Lead, mentor, and inspire a high-performing team, fostering a collaborative and innovative organizational culture.
- Engage in advocacy efforts to influence policies and regulations that support the advancement of advanced nuclear and clean energy technologies.
- Stay informed about legislative and regulatory developments affecting the industry.
- Foster collaboration and partnerships with industry stakeholders, research institutions, and other innovation clusters.
- Identify and pursue opportunities for joint initiatives and knowledge sharing.
- Work closely with the Board of Directors, providing regular updates on organizational performance, strategic initiatives, and financial matters.
- Collaborate with the Board to set organizational goals and priorities.
- Develop and articulate a compelling vision and strategy for the innovation cluster, aligned with advancements in advanced nuclear and clean energy technologies.
- Provide strategic direction to the organization, adapting to industry trends and emerging opportunities.
- Cultivate and maintain relationships with key stakeholders, including industry leaders, government agencies, research institutions, and community partners.
- Act as the primary spokesperson for the cluster, representing its interests at conferences, events, and in the media.
- Provide administrative support to the programs and initiatives within the assigned cluster.
- Coordinate logistics for meetings, events, and program activities.
- Assist in the collection, analysis, and reporting of data related to the cluster's programs and initiatives.
- Prepare regular reports on key performance indicators and program outcomes.
- Assist in the monitoring and evaluation of projects and initiatives, collecting feedback and data for continuous improvement.

Qualifications and Skills:

- Proven leadership experience, preferably in the nonprofit or innovation sector.
- Strong understanding of advanced nuclear and clean energy technologies and industries.
- Excellent strategic planning and decision-making skills.
- Exceptional communication and interpersonal abilities.
- Track record of successful project and financial management.

Reporting Structure:

The Executive Director reports to the Cluster Administrator (Diahann Howard), working closely with the Board of Directors and Clean Energy Supplier Alliance. The Executive Director oversees the Communications Contractor (TBD) and Funding Strategist Contractor (TBD).

Proposal: There is a do not exceed contract amount of \$145,780.00 available. The Proposer should provide evidence of key areas of expertise as described above, as well as a proposed cost structure, and conceptual plan towards achieving the described goals.

07. CONTRACT LENGTH

The Port desires a short-term contract, as all funds from the related Grant are to be expended by September 30, 2024. At the Port's discretion, and subject to relevant statutes, rules, and regulations, terms may be renewed upon mutual written consent but may be with vastly different terms, conditions, and rate.

08. 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 twenty (20) pages total including all required components; proposer(s) will not be graded upon the length of their proposal or effort to reach the 20-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.
- 2) **Proposed Rate:** Proposer shall provide their proposed cost structure.
- 3) **Proposed Scope of Work:** Proposer shall provide a more detailed overview of the method and strategy they intend to employ in fulfilling **Section 06. Desired Proposal**. Proposer shall also document how their commitment to the Project schedule and their plan to stick to that committed schedule.
- 4) **Licensing:** Provide a current business license or copy of a complete application to do business in Washington State and the City of Richland. If proposer will incorporate upon award of this RFP, please articulate the steps and schedule remaining to formalize business operations. A business license prior to contract execution is a requirement of the ICAP grant, which helps fund this project.
- 5) **Ability to Contract:** Proposer shall have the ability to negotiate a contract with the Port based on the exceptions/changes requested. Proposer may not be debarred, suspended or otherwise ineligible to contract with the Port. DUNS or Unique Entity IDs (UEI) are not necessary for this project.
- 6) **Experience:** Company identification and typical business statistics – years in operation, locations, business volume, number of employees, services provided, etc. 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) **CVs:** Proposed Executive Director’s full resume with emphasis on Port’s requirements.
- 8) **Legal Action:** Disclose any current or recent (within past five years) legal action in progress or taken against the firm or individuals.
- 9) **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. **Disclosure of ANY work within the government is required.** Failure to do so is grounds for termination. The Proposer must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Grant, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding Grants, and monitoring Grant, during the 24-month period preceding the start date of this Grant. Proposer must identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the Port or the Department of Commerce that a conflict of interest exists, the Proposer shall be disqualified from further consideration.

09. EVALUATION CRITERIA

Criteria	Value
Transmittal Letter with Original Signature	5%
Proposed Rate	10%
Proposed Scope of Work	35%
Licensing (Does the business have applicable licenses?)	Y or N
Ability to Contract (Is the proposer and their business able to contract?)	Y or N
Experience	35%
CVs	15%
Legal Action (Does a legal action exist?)	Y or N
Disclosure (Does a conflict exist?)	Y or N

10. PROPOSAL EVALUATION

- 1) The Port may choose to invite one or more of the proposers to demonstrate their solutions or interview with the Port.
- 2) The Port 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 Port pursuant to the RFP shall belong exclusively to the Port 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 or materials 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.

The Proposer will be held to the same standards as the Port of Benton (the Grantee and Recipient of the ICAP Grant) and therefore must comply with the following:

ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.
- B.** The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably

determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- 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 port, 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 port 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 Port reserves the right to reject any or all responses, to waive any irregularities and/or technicalities in response received or not award. The Port, in its sole discretion, will determine whether any 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 Port 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 Port, including, without limitation, all provisions of the contract have been negotiated to the satisfaction of the Port; the contract is unconditionally signed by the Port 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 Port.

11. RFP QUESTIONS AND CLARIFICATIONS

Questions shall be submitted to the Port of Benton by email to: scollins@portofbenton.com, not later than the date and time referenced in the Schedule on the title page. Please reference the “VERTical Cluster Executive Director 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 Port as a result of the questions generated under this competitive solicitation to all plan holders.

12. ADDENDA

If at any time, the Port changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the Port 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 documents online.

13. SUBMITTAL EFFECTIVE DATE

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

14. DEBRIEF PROCEDURES

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

15. INSURANCE REQUIREMENTS AND INDEMNIFICATION

Evidence of financial stability and credit worthiness; ability to meet port's insurance requirements is mandatory. Insurance and contract terms will be covered during contract negotiations.

16. TITLE VI (FEDERAL) NON-DISCRIMINATION

The Port of Benton 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 Port sponsored program or activity. The Port of Benton 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.

17. PORT 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. Port of Benton 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 a person 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 Port's discretion. This provision shall not affect the Vendor's obligations under other federal, state, or local laws against discrimination.

18. 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 Port does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.