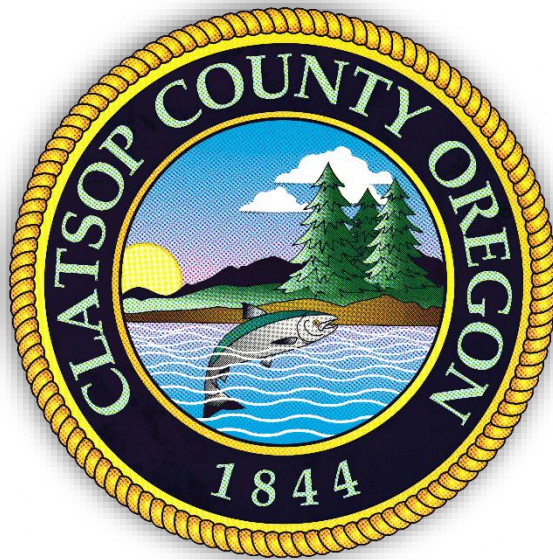


ISSUE DATE: JUNE 30, 2023
DEADLINE: AUGUST 1, 2023



Request for Proposals Economic Opportunities Analysis

GAIL HENRIKSON
COMMUNITY DEVELOPMENT DIRECTOR

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SECTION 1: GENERAL INFORMATION

1.1: BACKGROUND

Clatsop County is located in the northwest corner of Oregon on the rugged and beautiful coast, bounded on the north by the Columbia River and on the west by the Pacific Ocean. Named for the Clatsop Indigenous People, Clatsop County is rich in history, scenery and opportunity. Clatsop County is access from the east by Highway 30 and Highway 26 and by Highway 101 running north/south through the county. The network of highways makes travel pleasant to the Portland metro area and an approximately two-hour drive to the Portland International Airport. As of the 2020 census, the population of Clatsop County was 41,072.

Clatsop County is one of 36 counties located within the state of Oregon and one of only seven coastal counties within the state. Clatsop County's six-person land use planning staff includes two planners, one senior planner, one planning manager, one permit technician and the Community Development Director.

1.2: GOAL 9: ECONOMIC DEVELOPMENT IN OREGON AND CLATSOP COUNTY

The purpose of Goal 9 planning is to make sure cities and counties have enough land available to realize economic growth and development opportunities. Commercial and industrial development takes a variety of shapes and leads to economic activities that are vital to the health, welfare and prosperity of Oregon's citizens. To be ready for these opportunities, local governments perform Economic Opportunity Analyses based on a 20-year forecast of population and job growth. Each city and county has a unique local vision for economic development. Ideally, this vision reflects community aspirations and has specific objectives and actions.

Under Goal 9, all local governments should have a working inventory of areas suitable for economic growth that can be provided with public services. These inventories primarily focus on planning for major industrial and commercial developments, and having a ready supply of land appropriately zoned and located for those opportunities and local investments. As with all areas of the comprehensive plan, the amount of land planned for economic development should be adequate for a 20-year supply. The economic development plans formed by a local government often use one or more market incentives to encourage the type of development a community or county would like to see. These might include tax incentives or disincentives, land use controls, or preferential assessments.

[Clatsop County's Goal 9](#) was included in the 2022 update. This update included new technologies and industries relevant to Clatsop County's economy, including:

- Health care
- Tourism
- Construction

The update, however, did not include a commercial/industrial lands inventory to replace the analysis and inventory prepared in the late 1970s. One of the policies included in updated Goal

9 is for the County to conduct an Economic Opportunities Analysis within five years of adoption. One particular concern for unincorporated Clatsop County relates to new regulations being developed by FEMA to address impacts to ESA-listed species and critical habitat in response to the National Marine Fisheries Services' Biological Opinion (BiOp), issued in 2016. It is likely that the regulations required to implement mitigation requirements will either prohibit or severely restrict development within the Special Flood Hazard Area (SFHA). A significant portion of Clatsop County's industrial and general commercial lands are within the Miles Crossing/Jeffers Garden area, which is entirely encompassed by the SFHA. Businesses affected by implementation of the BiOp would either need to relocate to within Urban Growth Boundaries or the County will need to identify areas outside the SFHA for future commercial/industrial development. Many of the businesses within the Miles Crossing/Jeffers Gardens area are related to automotive/equipment repair, types of uses that may not be currently allowed within UGBs and that may not be compatible with surrounding commercial and residential development patterns within UGBs.

Another concern relates to the Oregon Department of Forestry's Habitat Conservation Plan (HCP). As currently proposed, the 70-year HCP would set aside approximately 640,000 acres of state forest land, primarily in Clatsop and Tillamook counties, as "no-logging" areas. If the plan is approved as currently drafted, it is estimated that timber revenue in Clatsop County, including revenue directed to special districts such as schools, would be reduced by 30%-38%. This estimate does not include further economic losses that might occur due to job reduction or elimination throughout the County.

A third concern relates to ensuring that adequate land is available to support emerging industries, including sites for processing of farm products. A particular focus should be placed on sustainable family-wage industries.

1.3: SCHEDULE

The work identified in this RFP must be completed on or before **September 30, 2024**. The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change.

EVENT	DATE	TIME
Pre-Submittal Meeting	July 7, 2023	10:00AM
Questions/Requests for Clarification Deadline	July 11, 2023	4:00PM
Answers to Questions/Requests for Clarification Issued	July 18, 2023	Prior to 4:00PM
Proposal Submittal Deadline	August 1, 2023	3:00PM
Proposal Opening	August 1, 2023	3:30PM
Evaluation Committee Meeting	August 18, 2023	2:30PM
Proposer Interviews (if needed)	August 25, 2023	Various / TBD
Issuance of Notice of Intent to Award	September 1, 2023	Prior to 4:00PM

Award Protest Period Ends	September 8, 2023	4:00PM
Board of Commissioners Approval	September 27, 2023	6:00PM

1.4: SINGLE POINT OF CONTACT

Questions pertaining to this document should be submitted to:

Gail Henrikson, Director
Clatsop County Community Development
800 Exchange Street, Suite 100
Astoria, OR 97103
(503) 325-8611
(503) 338-3606 (fax)
ghenrikson@clatsopcounty.gov

SECTION 2: OVERVIEW AND SCOPE OF WORK

2.1: PURPOSE

In FY 22/23, Clatsop County will complete a [three-year review and update](#) of Goals 1-14 and Goal 19 of its comprehensive plan. This process represented the first holistic and comprehensive review of the Clatsop County comprehensive plan since its original adoption in 1980. This work was completed by over 30 citizen volunteers and county staff, with technical assistance from state agencies and the Columbia River Estuary Study Taskforce (CREST). As discussed in Section 1.2, one of the policies included in the Goal 9 update encourages the County to undertake an Economic Opportunities Analysis within five years of adoption of the updated comprehensive plan. This project would complete a portion of the remainder of this work.

2.2: SCOPE OF WORK / SPECIFICATIONS

1. develop and implement a public involvement plan to obtain community input and feedback on Clatsop County's economic vision
2. review FEMA's *Oregon Implementation Plan for NFIP-ESA Integration* to determine possible impacts on existing commercial and industrial lands within unincorporated Clatsop County
3. conduct a national/state/regional/local trend analysis, including:
 - a. population demographics, including in- and out-migration
 - b. income levels
 - c. education
 - d. employment base and industry
 - e. travel and tourism
 - f. categories of industrial and employment uses
 - g. Clatsop County economic advantages and disadvantages
 - h. short- and long-term supply and demand analyses

4. work with elected and appointed officials and community members to develop an economic vision statement and draft economic activities goals for unincorporated Clatsop County
5. determine unincorporated Clatsop County's 20-year land need, and identify required site types, including land required to replace commercial/industrial areas where future development may be restricted due to implementation on BiOp regulations
6. analyze coastal hazards and climate change impacts on economic development in unincorporated Clatsop County
7. identify and draft needed policy updates based upon the above analysis
8. development of digital maps for all identified required site types and all inventories
9. prepare a final report including findings and recommendations for Tasks #1-8, above

SECTION 3: PROCUREMENT REQUIREMENTS

3.1: MINIMUM QUALIFICATIONS

To be considered for evaluation, the proposal must demonstrate how the proposer meets all requirements of this section:

1. Knowledge of Oregon's Statewide Land Use Program, with an emphasis on Goal 9 and OAR 660-009
2. Knowledge of coastal hazards and climate threats to Oregon industries and economic development opportunities
3. Demonstrated experience in successful public process management and facilitation
4. Experience working with local jurisdictions on special area plans or similar spatially-based resource or land use management plans
5. High level of technical expertise and GIS and technical reporting

3.2: PROPOSAL REQUIREMENTS

Respondents shall submit **one electronic proposal** that presents their qualifications and understanding of the work to be performed. Include all required information, organized and identified in a table of contents as described in the paragraphs that follow. Any other information thought to be relevant, but not applicable to the enumerated categories, may be provided as a separate appendix to the proposal. The following information/documents shall be included in the proposal package to be considered **responsive** to the Request for Proposals:

1. Executive Summary
2. Technical Proposal
3. Disclosure Exemption Affidavit, if applicable (Attachment A)
4. Proposer Information and Certification Sheet (Attachment B)
5. References
6. Cost Proposal
7. Responsibility Inquiry (Attachment C)
8. Key Persons and Resumes, including:
 - a. Name and title
 - b. Work phone

- c. Work email
 - d. Area of expertise
 - e. Current resume, not to exceed two pages, demonstrating key person's qualifications and experience to provide the work described in the RFP
9. Work Samples

Proposals should follow the format and reference the sections listed above. Responses to each section and subsection should be labeled to indicate the item being addressed. If proposer believes any of its proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), proposer shall submit a fully redacted version of its proposal, clearly identified as the redacted version.

Failure of the authorized representative to sign the proposal may subject the proposal to rejection by Clatsop County. Failure to demonstrate compliance with Oregon Tax Laws and sign the Proposer Information and Certification Sheet may result in a finding of non-responsibility.

SECTION 4: SOLICITATION PROCESS

4.1: PUBLIC NOTICE

The RFP and attachments are published on the Oregon Buys (<https://oregonbuys.gov/bsa/>) and Clatsop County (<https://www.clatsopcounty.gov/rfps>) websites.

Modifications, if any, to this RFP will be made be written addenda published in ORPIN and on the Clatsop County website. Prospective proposer is solely responsible for checking ORPIN and/or the Clatsop County website to determine whether any addenda have been issued. Addenda are incorporated into the RFP by this reference.

4.2: PRE-SUBMITTAL MEETING

A virtual Pre-Submittal Meeting will be held at the date and time listed in the schedule in Section 1.3. A prospective proposer's participation in this meeting is highly encouraged but not mandatory. The purpose of the Pre-Submittal Meeting is to:

- 1. Provide additional description of the project
- 2. Explain the RFP evaluation and selection process
- 3. Answer any questions proposers may have related to the project or the process.

Statements made at the Pre-Submittal Meeting are not binding upon Clatsop County. Proposers may be asked to submit questions in writing. Nothing stated at the Pre-Submittal Meeting shall change the RFP unless a change is made be written addenda.

Topic: Clatsop County Economic Opportunities Analysis RFP Pre-Submittal Meeting

Time: Jul 7, 2023 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://co-clatsop-or-us.zoom.us/j/83550714242?pwd=dnlZb3FyTmI5a3ppRWphVmVEaysydz09>

Meeting ID: 835 5071 4242

Passcode: 626876

Dial by your location 1 669 900 6833 US (San Jose)

4.3: QUESTIONS / REQUESTS FOR CLARIFICATION

All inquiries, whether relating to the RFP process, administration, deadline or method of award or to the intent or technical aspects of the RFP must:

1. Be delivered to the Single Point of Contact via email
2. Reference the RFP title
3. Identify proposer's name and contact information
4. Refer to the specific area of the RFP being questioned (i.e., page number and section number)
5. Be received by the date and time deadline for Questions / Requests for Clarification identified in the schedule in Section 1.3

4.4: PROPOSAL DELIVERY METHODS

Proposer is solely responsible for ensuring its proposal is received by the Single Point of Contact in accordance with the RFP requirements before the submittal deadline. Clatsop County is not responsible for any transmission errors or delays or for any mis-delivery for any reason. A proposal submitted by any means not authorized below will be rejected. **All submittals must be submitted via email to comdev@clatsopcounty.gov. Include "Clatsop County EOA Proposal" in the title of the email.**

4.5: PROPOSAL MODIFICATION OR WITHDRAWAL

If a proposer wishes to make modifications to a submitted proposal it must submit its modification via email prior to the submittal deadline identified in Section 1.3. The notice must include the RFP name and be submitted to the Single Point of Contact listed in this RFP.

If a proposer wishes to withdraw a submitted proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw. The notice must be submitted to the Single Point of Contact via email prior to the proposal submittal deadline identified in Section 1.3. The notice shall include the name of the RFP.

4.6: PROPOSAL MODIFICATION OR WITHDRAWAL

The proposal, including all required submittal items, must be received via email by the Single Point of Contact on or before the submittal deadline in Section 1.3. All proposal modifications or withdrawals must be received prior to the submittal deadline, as detailed in Section 4.5. **A proposal received after the submittal deadline is considered late and will not be accepted for evaluation.** A late proposal will be returned to the proposer or destroyed.

4.7: PROPOSAL REJECTION

Clatsop County may reject a proposal for any of the following reasons:

1. Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to, the requirement that proposer’s authorized representative sign the proposal
2. Proposer has liquidated and delinquent debt owed to the County or to any department of the County
3. Proposer fails to meet the responsibility requirements of ORS 279B.110
4. Proposer makes any contact regarding the RFP with County representatives such as County staff or officials other than the Single Point of Contact or those the Single Point of Contact authorizes, or inappropriate contact with the Single Point of Contact
5. Proposer attempts to influence a member of the Evaluation Committee
6. Proposal is conditioned on the County’s acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or addenda

4.8: EVALUTATION PROCESS

Proposals will be evaluated as detailed below:

1. **Responsiveness and Responsibility Determinations**
 - a. **Responsiveness determination:** If the proposal is unclear, the Single Point of Contact may request clarification from the proposer. If the Single Point of Contact finds the Proposal to be non-responsive, the proposal may be rejected; however, the County may waive mistakes in accordance with OAR 125-247-0470.
 - b. **Responsibility Determination:** The County will determine if an apparent successful proposer is responsible prior to award and execution of the contract. Proposers shall submit a signed Responsibility Inquiry form (Attachment C) with their proposal. At any time prior to award, the County may reject a proposer found to be not responsible.

2. **Evaluation Criteria**

Each proposal meeting all responsiveness requirements will be independently evaluated by members of an evaluation committee. Evaluation Committee members may change and the County may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this section up to the maximum points 100 points available as detailed in Section 4.9.

Each criterion will receive a rating of either Outstanding, Very Good, Adequate, Fair, or Response of No Value. Except as shown below, these ratings correspond to the following definitions.

RATING CRITERION DEFINITIONS	
OUTSTANDING	Proposal meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. Proposer provides insight into its expertise, knowledge, and understanding of the subject matter.
VERY GOOD	

RATING CRITERION DEFINITIONS	
	Proposal provides useful information, while showing experience and knowledge within the product category. Proposal demonstrates above average knowledge and ability with no apparent deficiencies noted.
ADEQUATE	Proposal meets all requirements in an adequate manner. Response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the proposer.
FAIR	Proposer meets minimum requirements, but does not demonstrate sufficient knowledge of the subject matter.
RESPONSE OF NO VALUE	An unacceptable response that does not meet the requirements set forth in the RFP. Proposer has not demonstrated knowledge of the subject matter.

The Single Point of Contact may request further clarification to assist the Evaluation Committee in gaining additional understanding of the proposal. A response to a clarification request must be to clarify or explain portions of the already submitted proposal and may not contain new information not included in the original proposal.

a. **Key Persons (10 points maximum)**

Requested Information: List all personnel who would be assigned to this project.

Evaluation Criteria:

- Do the key persons on this project have the appropriate expertise to do the project successfully?
- How well does the proposal explain the suitability of the project team?

RATING SCALE FOR KEY PERSONS CRITERION	
SCORE	EXPLANATION
9-10 PTS	OUTSTANDING
6-8 PTS	VERY GOOD
4-5 PTS	ADEQUATE
2-3 PTS	FAIR
0-1 PT	RESPONSE OF NO VALUE

b. **Project Management and Approach (20 points maximum)**

Requested Information: Describe how the proposer would carry out the major activities of this project in context with the Scope of Work. Provide an inclusive project management plan that the proposer intends to follow. Illustrate how this plan will serve to coordinate and accomplish the work.

Evaluation Criterion:

- How well does the proposal project management and approach fit the needs of the project?

RATING SCALE FOR PROJECT MANAGEMENT AND APPROACH	
SCORE	EXPLANATION
17-20 PTS	OUTSTANDING
12-16 PTS	VERY GOOD
8-11 PTS	ADEQUATE
4-7 PTS	FAIR
0-3 PT	RESPONSE OF NO VALUE

c. **Specific Experience (30 points maximum)**

Requested Information: Proposer shall provide a description of a minimum of two previous projects proposer has completed in the last five years, similar to the work proposed here. The projects should be similar in scope, size, and requirements to that described in this RFP. The projects must demonstrate that the proposer has the experience, knowledge, and qualified staff to provide the work being requested.

Project descriptions must, at a minimum, include the following:

- Overview of each project
- Type and size of the project
- Goals and objectives of the project
- Description of the results
- Key Persons assigned and their roles
- If the projects were completed within proposer's estimated budget and schedule or if they required adjustments. Please include an explanation for the adjustments.
- Any other important and relevant information regarding the project

Evaluation Criteria:

- How well does the proposal demonstrate the specific experience necessary for project success?
- How well does the experience align with estuary management planning?

RATING SCALE AND EXPLANATION FOR SPECIFIC EXPERIENCE	
SCORE	EXPLANATION
25-30 PTS	OUTSTANDING
19-24 PTS	VERY GOOD
13-18 PTS	ADEQUATE
7-12 PTS	FAIR
0-6 PT	RESPONSE OF NO VALUE

d. **Work Samples (10 points maximum)**

Requested Information: Provide actual pages demonstrating the proposer’s ability to communicate key information and inform decisions from one or more projects of similar scope and magnitude. Pages should be marked only to call out a specific section. Work samples will be scored by the evaluators on applicability to this proposed project as well as format, including appropriate use of tables and graphics; clear, concise text; and errors, including misspellings, grammatical, and typographic.

Evaluation Criteria:

- How well do the work samples demonstrate the necessary expertise for this project?
- How well do the work samples convey a professional caliber of deliverables?

RATING SCALE AND EXPLANATION FOR WORK SAMPLES	
SCORE	EXPLANATION
9-10 PTS	OUTSTANDING
6-8 PTS	VERY GOOD
4-5 PTS	ADEQUATE
2-3 PTS	FAIR
0-1 PT	RESPONSE OF NO VALUE

e. **Clarity of Proposal (10 points maximum)**

Requested Information: The proposal will be scored by evaluators on format, including appropriate use of tables and graphics; ease of finding clear, concise information that correlates with the Scope of Work and proposal requirements; errors, including misspellings, grammatical, and typographic; and proposer’s ability to follow instructions.

Evaluation Criteria:

- How well does the proposal convey the task approach to the project?
- How well does the proposal identify all required information as outlined in the RFP?

RATING SCALE AND EXPLANATION FOR CLARITY OF PROPOSAL	
SCORE	EXPLANATION
9-10 PTS	OUTSTANDING
6-8 PTS	VERY GOOD
4-5 PTS	ADEQUATE
2-3 PTS	FAIR
0-1 PT	RESPONSE OF NO VALUE

f. **Proposal Cost (20 points maximum)**

Requested Information: Submit a detailed Cost Proposal that includes the following items:

- For each activity described in the Scope of Work, the Cost Proposal must include identifiable costs, time estimates for completing each activity, and a summary of all proposed costs
- Separate line items for personnel, travel, supplies, other costs and administrative and overhead charges
- Fully-loaded personnel costs must include the name and title of all positions for each individual staff person who will perform the work and list the salary/wage and fringe rate separately for each such individual
- Not to exceed amount

Evaluation Criteria:

- How well does the proposal cover the anticipated costs of the project and is that cost feasible?
- How well does the proposal justify the anticipated costs and is there anything missing or unnecessary?

RATING SCALE AND EXPLANATION FOR COST PROPOSAL	
SCORE	EXPLANATION
17-20 PTS	OUTSTANDING The Cost Proposal meets all of the requirements and presents a comparatively very high degree of economy without raising doubts that the proposer has underestimated the resources necessary to complete the project. When considered in relation to the quality of proposal, cost represents an outstanding value.
12-16 PTS	VERY GOOD The Cost Proposal meets all requirements and offers the services at a cost that falls within a reasonably competitive range. When considered in relation to the quality of proposal, cost represents a very good value.
8-11 PTS	ADEQUATE The Cost Proposal meets all requirements in a reasonably adequate manner but offers pricing at the upper end of reasonable competitiveness as compared with the cost proposals of other proposers. When considered in relation to the quality of proposal, cost represents adequate value.
4-7 PTS	FAIR The Cost Proposal meets all requirements in a reasonably adequate manner but offers pricing that approaches the bounds of failing to be reasonably competitive as compared to the cost proposals of other proposers. When considered in relation to the quality of proposal, cost represents a fair value.
0-3 PT	RESPONSE OF LITTLE VALUE The Cost Proposal either calls for unsustainably high pricing or proposes pricing that is objectively inadequate to sustain the proposer's efforts on the project. Or, the Cost Proposal fails to substantially meet all cost proposal requirements. When considered in relation to quality of the proposal, cost is either unrealistic or unreasonably high.

g. **References (Required, not scored)**

Requested Information: Provide **three** references from current or former client firms for similar projects performed for any clients within the last five years.

4.9: RANKING OF PROPOSERS AND NEXT STEP DETERMINATION

The Single Point of Contact will average the scores for each proposal by calculating the total points awarded by each Evaluation Committee member and dividing by the number of members. The county will rank all proposers at the conclusion of the evaluation.

At the conclusion of the ranking, the County may choose to conduct additional round(s) of competition if in the best interest of the County. Additional rounds of competition may consist of, but are not limited to:

1. Interviews
2. Presentations/Demonstrations/Additional Submittal Items
3. Discussions and submittal of revised Proposals
4. Serial or simultaneous negotiations
5. Best and final offers

SECTION 5: AWARD AND NEGOTIATION

5.1: AWARD NOTIFICATION PROCESS

1. **Award Consideration**

Clatsop County, if it awards a contract, shall award a contract to the highest ranking responsible proposer(s) based upon the scoring methodology and process described in Section 4. Clatsop County may award less than the full scope of work defined in this RFP.

2. **Intent to Award Notice**

Clatsop County will notify all proposers via email that the County intends to award a contract to the selected proposer(s) subject to successful negotiation of any negotiable provisions.

5.2: INTENT TO AWARD PROTEST

1. **Protest Submission**

An affected proposer shall have 7 calendar days from the date of the Intent to Award notice to file a written protest. A proposer is an affected proposer only if the proposer would be eligible for contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- a. All higher ranked proposals are non-responsive
- b. Clatsop County has failed to conduct an evaluation of proposals in accordance with the criteria or process described in the RFP
- c. Clatsop County abused its discretion in rejecting the protestor's proposal as non-responsive

- d. Clatsop County's evaluation of proposal or determination of award otherwise violates ORS Chapter 279A or ORS Chapter 279B

If the County receives only one proposal, the County may dispense with the evaluation process and Intent to Award protest period and proceed with contract negotiations and award.

2. **Written Protest Requirements**

Written protests must:

- a. Be delivered to the Single Point of Contact via email
- b. Reference the RFP name
- c. Identify proposers name and contact information
- d. Be signed by an authorized representative
- e. Specify the grounds for the protest
- f. Be received within 7 calendar days of the Intent to Award notice

3. **Response to Protest**

Clatsop County will address all timely submitted protests within a reasonable time and will issue a written decision to the respective proposer. Protests that do not include the required information will not be considered.

5.3: APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposer(s) who are selected for a contract award under this RFP will be required to submit additional information and comply with the following:

1. **Insurance**

Prior to award, proposer shall secure and demonstrate to Clatsop County proof of insurance as required in this RFP or as negotiated. Insurance Requirements are found in Attachment D.

2. **Taxpayer Identification Number (TIN)**

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by the County or when the backup withholding status or any other relevant information of proposer has changed since the last submitted W-9 form, if any.

3. **Business Registry**

If selected for award, proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

4. **Nondiscrimination in Employment**

As a condition of receiving the award of contract under this RFP, proposer must certify by their signature on Attachment B, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits,

and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

5. Pay Equity Compliance

As required by ORS 279B.235 or ORS 279C.520, contractor shall comply with ORS 652.220 and shall not discriminate against any of contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this contract and a failure to comply constitutes a breach the entitles Clatsop County to terminate this contract for cause.

Contractor may not prohibit any of contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

5.4: CONTRACT NEGOTIATION

After selection of a successful proposer, Clatsop County may enter into contract negotiations with the successful proposer. By submitting a proposal, proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the sample contract (Attachment D).

It may be possible to negotiate some provisions of the final contract; however, Clatsop County is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that Clatsop County believes modifications to the standard provisions constitute increased risk and increased cost to the County. Therefore, the County will consider the scope of requested exceptions in the evaluation of proposal.

Any subsequent negotiated changes are subject to prior approval of the Board of Clatsop County Commissioners.

In the event that the parties have not reached mutually agreeable terms within 10 calendar days, the County, at its discretion, may terminate negotiations and commence negotiations with the next highest ranking proposer.

SECTION 6: ADDITIONAL INFORMATION

6.1: CERTIFIED FIRM PARTICIPATION

Pursuant to ORS Chapter 200, Clatsop County encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. Clatsop County also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit <https://oregon4biz.diversitysoftware.com>.

6.2: GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action related to this RFP, evaluation and award is the Circuit Court of Clatsop County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by Clatsop County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any claim or consent to the jurisdiction of any court.

6.3: OWNERSHIP / PERMISSION TO USE MATERIALS

All proposals are public record and are subject and are subject to public inspection after Clatsop County issues the Notice of Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

6.4: CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES

Pursuant to ORS 279B.100, Clatsop County may reject any or all proposals in whole or in part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the County, as determined by the County. The County is not liable to any proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any proposal.

6.5: COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its proposal, including, but not limited to, the costs to prepare and submit the proposal, costs of samples or other supporting materials, costs to participate in demonstrations, or costs associated with protests.

ATTACHMENT A – DISCLOSURE EXEMPTION AFFIDAVIT



DISCLOSURE EXEMPTION AFFIDAVIT

_____ (Affiant), being first duly sworn under oath, and representing [insert Proposer Name] (hereafter “Proposer”), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the “Proposal”), to Clatsop County (County) in response to Request for Proposals Comprehensive Plan Update Goal 16 and Goal 17, for services to review and update Clatsop County’s Goal 16: Estuarine Resources and Goal 17: Coastal Shorelands, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon’s Public Records Law, Oregon Revised Statutes (“ORS”) 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit 1 is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon’s Public Records Law under the specifically designated sections as set forth in Exhibit 1 or constitutes “Trade Secrets” under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,

- ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
- iii. has actual or potential commercial value, and
- iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

- i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

- 5.** I understand that disclosure of the information referenced in Exhibit 1 may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

State of _____)

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

EXHIBIT 1

Proposer identifies the following information as exempt from public disclosure under the following designated exemption(s):

ATTACHMENT B – PROPOSER INFORMATION AND CERTIFICATION SHEET



PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract/Price Agreement terms and conditions and as modified by any Addenda, except for those terms and conditions that the County has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 180 days following the Closing.
4. If awarded a Contract/Price Agreement, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract/Price Agreement.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a

service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class.

7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

Contractor's continuing compliance constitutes a material element of this Contract/Price Agreement and a failure to comply constitutes a breach that entitles Clatsop County to terminate this Contract/Price Agreement for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions list in the System for Award Management found at: <https://www.sam.gov/portal/>
9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the Clatsop County, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify Clatsop County in writing.
10. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
11. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract/Price Agreement being a "false claim" {ORS 180.750(2)} subject

to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

- 12.** Proposer acknowledges these certifications are in addition to any certifications required in the Contract/Price Agreement and Scope of Work at the time of Contract/Price Agreement execution.

Authorized Signature

Date

(Printed Name and Title)

ATTACHMENT C – RESPONSIBILITY INQUIRY



RESPONSIBILITY INQUIRY

Clatsop County will determine responsibility of a firm prior to award and execution of a contract. In addition to this form, Clatsop County may obtain any information County deems necessary to make the determination. Clatsop County will notify the firm of any other documentation required, which may include, but is not limited to, Oregon Department of Revenue Letter of Debt Compliance, recent profit-and-loss history; current balance statements and cash flow information; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; insurability, credit information; material; equipment; facility and personnel information; record of performance under previous contracts; etc. Clatsop County may postpone the award of the Contract in order to complete its investigation and evaluation. Failure to promptly provide requested information and clearly demonstrate Responsibility may result in offer rejection and ineligibility of contract award.

1. Does your firm have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of the firm to meet all contractual responsibilities? YES ☐ / NO ☐.
2. Number of years in business providing the services/goods/equipment required under the prospective contract:
3. **a)** Is your firm experiencing financial distress or having difficulty securing financing? YES ☐ / NO ☐.
- b)** Does your firm have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? YES ☐ / NO ☐ If "YES" on question 3.a or "NO" on question 3.b, please provide additional details.

Response:

4. Within the last 3-year period, has your firm had one or more contracts terminated for contractor default by any federal, state or local government agency, or any lawsuits filed against it by creditors or involving contract disputes? YES ☐ / NO ☐. If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

5. Is your firm, a major partner or major shareholder (defined as a partner or shareholder owning 10% or more of your firm), a major subcontractor (defined as receiving 10% or more of the total Contract amount), or any principal officer of your firm, major partner,

major shareholder, or major subcontractor presently, or within the last 3 years has been convicted of, indicted for, or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of bids or Proposals; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? YES ☐ / NO ☐. If "YES," indicate the jurisdiction, date of indictment, charge or judgment and names and summary of charges.

Response:

6. Within the last 3-year period, has your firm filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? YES ☐ / NO ☐. If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. a) Within the last 3-year period, has your firm been notified of any delinquent Federal or State taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. YES ☐ /NO ☐.
- b) Does your firm have any liquidated and delinquent debt owed to the State or any department or agency of the State? If "YES" on 7.a or 7.b or both, please explain. YES ☐ /NO ☐
- c) Does your firm have any delinquent debt owed to Clatsop County or any department of Clatsop County? If "YES" on 7.a or 7.b or both, please explain. YES ☐ /NO ☐

Response:

8. Does your firm have all required licenses, insurance and/or registrations, if any, and is the firm legally authorized to do business in the State of Oregon. YES ☐ /NO ☐. If "NO," please explain.

Response:

9. Within the last 3-year period, has your firm completed previous contracts of a similar nature with a satisfactory record of performance? [For purposes of this question, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within your firm's control, your firm stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.] YES ☐ /NO ☐. If "NO," please explain.

Response:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Bidder/Proposer certifies that the responses provided on this form are complete, accurate, and not misleading.

REQUEST FOR PROPOSALS
ECONOMIC OPPORTUNITIES ANALYSIS – CLATSOP COUNTY

Name of Firm:	RFP/ITB # (if applicable): Project Name:
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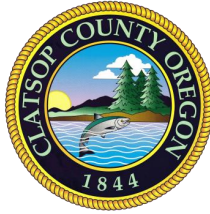
Authorized Signature

Date

Print Name

Title

ATTACHMENT D – SAMPLE CONTRACT



CLATSOP COUNTY, OREGON
800 Exchange Street, Suite 410
Astoria, Oregon 97103
An Equal Opportunity Employer

Contract No. _____

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Clatsop County ("County") and _____ ("Contractor"). Whereas County has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed _____ to be paid to Contractor by County, Contractor agrees to perform between date of execution and _____, inclusive, the following specific personal and/or professional services:

(Attach additional information as Attachment A if appropriate or necessary).

Payment Terms: (lump sum, monthly installments, progress payments, etc. – Attach additional information as Exhibit B if applicable):

1. **COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. **WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
4. **COMPLIANCE.** Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay

- any such claim, County may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
- b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against County, on account of any labor or material furnished by Contractor;
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
 - f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
 - g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
5. **JUDICIAL RULINGS.** If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
6. **INDEPENDENT CONTRACTOR.** Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.
7. **INDEMNIFICATION.** Contractor shall save harmless, indemnify, and defend County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.
8. **INSURANCE.** Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$700,000 for property damage and minimum of \$800,000 per person for bodily injury and no less than \$1,600,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name County, its Commissioners, employees and agents, as an **Additional Insured**. A copy of the policy or certificate of insurance acceptable to County shall be submitted to County. Some, or all, of the required insurance may be waived or modified if approved by County's counsel as follows: _____

_____ (approved by County Counsel)
_____ (Contractor's Initials) _____
9. **WORKER'S COMPENSATION.** Contractor shall comply with ORS 656.017 for all

- employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide County with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
10. **NONDISCRIMINATION.** No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by County.
 11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated under the following conditions:
 - a. By written mutual agreement of both parties. Termination under this provision may be immediate.
 - b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
 - c. Immediately on breach of the contract.
 12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of County.
 13. **SURVIVAL.** The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
 14. **FUNDING.** In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.
 15. **STANDARD OF SERVICES AND WARRANTY.** Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by County and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that County will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
 16. **COUNTY PRIORITIES.** Contractor shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.
 17. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.
 18. **TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of

this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and County may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for County.

FOR COUNTY:

FOR CONTRACTOR:

_____ Signature	_____ Date	_____ Signature	_____ Date
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_____ Title	_____ Title
----------------	----------------

Address

_____ City	_____ State	_____ Zip
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