

REQUEST FOR PROPOSALS #2020-73

FOR

STRATEGIC MARKETING CONSULTANT FOR THE DRIVE TO ZERO PROJECT Phase II & III

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair SONYA FISCHER, Commissioner KEN HUMBERSTON, Commissioner PAUL SAVAS, Commissioner MARTHA SCHRADER, Commissioner

> Gary Schmidt County Administrator

George Marlton
County Procurement Officer

Margaret Rockwell Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: December 2, 2020

TIME: 2:00 PM, Pacific Time

PLACE: <u>Clackamas County Procurement Division</u>

Clackamas County Public Services Building 2051 Kaen Road, Oregon City, OR 97045

SCHEDULE

Request for Proposals Issued	October 29, 2020
Protest of Specifications Deadline	November 10, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions	November 18, 2020, 5:00 PM, Pacific Time
Non-Mandatory Pre-Proposal Conference	November 20, 2020, 9:00 AM, Pacific Time
Request for Proposals Closing Date and Time	December 2, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award	Seven (7) days from the Intent to Award
Anticipated Contract Start Date	January, 2021

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners on behalf of the Department of Transportation and Development, will receive sealed Proposals per specifications until 2:00 PM, December 2, 2020 ("Closing"), to provide RFP 2020-73 Strategic Marketing Consultant for the Drive to Zero Project Phase II & III. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work immediately after contract award date and continue through December 31, 2021 or until the grant funds have been fully depleted.

RFP Documents can be downloaded from ORPIN at the following address: http://orpin.oregon.gov/open.dll/welcome, Document No. C01010-2020-73-20. Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Adder

accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Margaret Rockwell, <u>Mrockwell@clackamas.us</u>, Office No. 503-742-5451 or Cell at 503-884-0314.

Special Notice: Non-Mandatory Pre-Proposal Conference. A non-mandatory Pre-Proposal Conference will be conducted on November 20, 2020 at 9:00 AM Pacific Time. Proposers will meet with remote access only. Remote access can be obtained on the Zoom platform by accessing the following link,

https://clackamascounty.zoom.us/j/89218896119?pwd=Zkd2M2F2andVemF0ZTRvOHR2MIZvQT09. Pre-Proposal Conference. During the conference an overview of the RFP, ask clarifying questions, and when available receive on-the-spot answers. Only questions and answers that directly address the Scope of Work in the Pre-Proposal Conference will be available in ORPIN.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County ("County") reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules ("LCRB") govern the procurement process for the County.

- **2.1** Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.
- 2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.
- **2.3** Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.
- **2.4** Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.
- 2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer's intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers

shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.
- 2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.
- 2.8 Public Records: Proposals are deemed confidential until the "Notice of Intent to Award" letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a TRADE SECRET under ORS 192.345(2), <a href="SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:

"This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

- **2.10** RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.
- **2.11** Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.
- **2.12** Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.
- **2.13** Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.
- **2.14** Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.
- 2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. Note: Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, written Proposals should be complete.
- **2.16** Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.
- **2.17** Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.
- **2.18** RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.
- **2.19** Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

- **2.20** Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.
- **2.21** Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).
- **2.22** Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.
- **2.23** Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.
- **2.24** Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.
- **2.25** Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.
- **2.26** Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.
- 2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.
- **2.28** Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.
- **2.29** Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contactor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County

makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. **INTRODUCTION**

The Clackamas County Department of Transportation and Development ("DTD") is seeking proposals from qualified consultants experienced in strategic communications, social marketing for behavioral change and micro-targeting efforts using public outreach, education and engagement, communication and marketing support for Phases II and III of the Clackamas County Drive to Zero project ("DTZ"). This project is a three-phased traffic safety marketing campaign.

Phase I. Clackamas County awarded a contract to Colehour + Cohen Inc. DBA C + C and has created a preliminary targeted campaign for DTZ, which includes social media, public outreach, events, advertising, video production and related materials, and developed micro targeting expertise for Phase I of this project.

Phase II seeks social marketing services to implement the campaign designed in Phase I.

Phase III seeks to develop and implement a new campaign that will utilize assets developed in Phase I for a new traffic safety marketing campaign specifically designed to address speeding and reckless driving behaviors that have increased during the Covid-19 pandemic.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 **BACKGROUND**

Clackamas County has set a goal to eliminate fatal and serious injury crashes on its roads by 2035. Our Drive to Zero Safety Action Plan, first adopted in 2012 and updated in early 2019, represents an evidence-based approach to reduce fatal and serious injury crashes. The emphasis areas align with those of Toward Zero Deaths: A National Strategy on Highway Safety, of which the County is proud partner with the Oregon Transportation Safety Action Plan (2016). Successful implementation of the plan depends on everyone, including emergency medical services personnel, activists and educators, local leaders, law enforcement, business engineers, and most importantly, the traveling public. From 2009 to 2015, 183 people were killed in traffic crashes in Clackamas County. Another 795 people suffered serious, potentially life-altering injuries¹.

The most contributing factors in reported crashes in the County are:

- 36% inexperienced drivers (25 years of age or younger).
- 34% roadway departures
- 31% aggressive driving
- 22% motorcycles
- 21% alcohol/drug related
- 17% senior drivers (65 years of age or older)
- 16% pedestrians and bicyclists

¹ Drive to Zero Safety Action Plan. (2019). Retrieved from https://dochub.clackamas.us/documents/drupal/ae811741-789e-465c-9b79-9fba2261ccd0 Strategic Marketing Consultants for the Drive to Zero Project

Drive to Zero embraces the importance of creating a "positive safety culture" using the tools within the <u>Positive Culture Framework</u>. Additionally, staff with the Drive to Zero Program have worked with County Public Health professionals in the development of the <u>Clackamas County Blueprint for a Health Clackamas County, 2017-2020 (page 36)</u>, which includes a goal of eliminating roadway fatalities <u>Demographics</u>

The population of the County has steadily increased since 1850. The population of the County in the 2017 U.S. Census was estimated to be 412,672. Since its creation in 1843, agriculture, timber, manufacturing and commerce have been the County's principal activities. In recent years County business districts and communities continue to grow with industry leaders in metals, machinery, healthcare, high tech, logistics, forestry, food and beverage processing, renewable energy, nursery / agriculture, tourism and software development.

Health Equity Zones

Developed by the County's Public Health Division, Health Equity Zones serve as a tool for residents, policy makers, communitybased organizations and businesses to address the unique needs of the communities located in each of the zones. This project will focus on the Health Equity Zones in Canby and Molalla River. Both of these areas were identified as priorities in the Blueprint for a Healthy Clackamas County. The two zones represent 13% of the County's population or approximately 53,650 people. In 2014, children (aged 5-17) living in poverty in the Canby health equity zone was counted at 16% and children in poverty in the Molalla River health equity zone was counted at

Clackamas County's Health Equity Zones



12%. The two zones report some of the highest percentages in the County of students receiving free or reduced lunch.

The area also includes the following two cities:

- Canby: Incorporated in 1893, Canby is a thriving business, agricultural and residential community of nearly 18,000 surrounded by some of the richest farmland in Oregon. Learn more at www.canbyoregon.gov.
- **Molalla:** A small community of 9,600 in the foothills of the Cascade Range and a gateway to the Mt. Hood National Forest. The surrounding area is rich in recreation opportunities such as fishing in the Molalla River, hunting and hiking. Molalla is surrounded by farms and rural residential development. Learn more at www.cityofmolalla.com.

The Health Equity Zone of Canby has one driver education program that prioritizes students from Canby School District. The Health Equity Zone of Molalla has no driver education program, with students often put on a waiting list for the Canby School District program. The distance from the west side of the

Molalla zone to Canby High School is more than 13 miles and over 60 minutes by transit, creating a barrier for students with limited mobility options in the Molalla zone.

Oregon is a self-reporting state for vehicle crashes, so serious and fatal injury crashes are well-documented, but minor and property damage crashes are assumed to be under-represented in the crash data. People must drive farther in rural areas to reach destinations and emergency response times can be longer than in urban areas. In rural areas, speeds are also higher and there are fewer transportation options than in urban areas. As a result, rural areas are disproportionately more susceptible to severe crashes than urban areas.

While the rural area makes up only 20% of the population, over 45% of the fatal and serious injury crashes occur in this area. Crashes most often occur due to higher speeds, the winding nature of the roadways and the proximity of fixed objects to the roadside on rural roads.

3.3. SCOPE OF WORK

3.3.1 OVERALL PROJECT FRAMEWORK

The Drive to Zero program embraces a holistic safe systems approach to culture and behavior change, enforcement and education to reduce serious and fatal crashes due to common driver behaviors. Targeted key behaviors including aggressive driving (such as speeding), distracted driving and driving under the influence will be targeted using a combination of efforts. A significant element of this strategy lies within our partnership with the Clackamas County Department of Health, Housing and Human Services, specifically with the Public Health Division. This partnership is growing and will combine efforts where strategies align, particularly around alcohol/drug and injury prevention. Phase II cannot exceed \$50,000 and Phase III cannot exceed \$192,000. Amounts provided are for guidance and in way means that the County will not award to the best valued proposal.

Phase I Framework

Phase I services encompassed the development of an overarching campaign targeting teen and young adult driving while using a mobile device for communication by encouraging drivers to set their telephones to *Do Not Disturb* while driving. The services also included developing the County's expertise and capacity in micro-targeting.

Phase II

Implement the campaign developed in Phase I through advertising, video production, and other asset development as necessary. This work will include all production elements for the campaign. There will be no allocation of additional funds for Proposer's expenses outside of scope of work outlined in this RFP.

Phase III

Develop and implement a new campaign that targets speeding and reckless driving behaviors that have increased due to stay-at-home conditions mandated because of the COVID-19 pandemic. While less people are driving (we are currently 20% below normal daily traffic), we have seen an increase in excessive speeding and dangerous driving. We believe that the reduction in traffic has emboldened drivers to take risks and there may be an undercurrent of belief that traffic enforcement is relaxed due to COVID-19.

The campaign will tie into marketing assets developed in Phase I of this project and may tie into assets

developed by the County in other safety messages related to COVID-19 such as encouraging the wearing of masks and messages around mental health care.

Similar to Phase II, we anticipate that the work will include advertising, video production, and other asset development as necessary. This work will include all production elements for the campaign. There will be no allocation of additional funds for expenses outside of this RFP.

The implementation plan includes engaging community partners such as nonprofit service organizations and public health organizations that are working in the County to engage its members, particularly communities of color through providing mini-grants. The hope is that this will enable local, targeted efforts to engage traditionally underserved communities in the marketing efforts and to compensate them for this work. This part of the implementation plan is contingent on receiving full funds from the Oregon Department of Transportation for the overall project.

3.3.2 CAMPAIGN GOALS

The overall DTZ campaign seeks to impact those behaviors that are most frequently cited as a cause in serious traffic crashes. While it will be difficult to measure these changes in behavior over the course of the project's timeline, we expect to be able to measure:

- Individual engagement through open and click through rates, website hits, and engagement in direct activities
- Number of followers of social media used in the campaign
- Staff competencies in micro-targeting and messaging
- What stories can be inferred by collected data

3.3.3 SHARED BELIEFS

We believe that for Drive to Zero to be successful the work must embrace a "Safety Culture". Safety Culture is the attitude, beliefs, perceptions and values people share related to safety. For Clackamas County, Safety Culture includes the attitude residents share about safe driving and other forms of transportation. We recognize the need to grow a positive Safety Culture and to have everyone agree that serious injury or death from a vehicle crash is not acceptable, for anyone. We have a unique opportunity to integrate shared safety beliefs and values as it relates to health safety related to Covid-19 into overall safety messages that will work for both traffic safety behaviors and public health behaviors as a whole.

A fundamental component of our DTZ work is how the County embraces the Positive Culture Framework ("PCF") into our operations and marketing. Developed by the Center for Health and Safety Culture at Montana State University, PCF enhances efforts that grow a positive traffic safety culture. It is founded on the concept that there is positive in the community and it is worth growing. We work to support and enhance shared values and beliefs, and in turn, decrease the prevalence of risky behaviors.

3.3.4 CURRENT SOCIAL MEDIA ASSETS AND STRATEGY

The County manages its main assets as follows:

- Website: www.clackamas.us. The DTZ program has its own direct link at www.DriveToZero.org.
- Twitter: www.twitter.com/clackamascounty
- Facebook: www.facebook.com/ClackamasCounty
- Nextdoor: www.nextdoor.com/agency-detail/or/clackamas/clackamas-county

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• Instagram: <u>www.instagram.com/ClackamasCounty</u>

• YouTube: www.youtube.com/user/ClackamasCounty

Please note we have partner agencies (most notably the Clackamas County Sherriff's Office) that operate their own branding skills.

The DTD and Public Government Affairs (PGA) team have skills in graphic design, web development, strategic communications and public relations. In general terms, the PGA team is dedicated to government and public relations efforts for the entire County, and does not have the resources for specific campaign building and marketing development on its own. For that reason, we are relying heavily on the consultant to be the lead in developing strategy and messaging. It is also for this reason that the ripple effect of learning skills related to social marketing outreach strategies exist in this scope of work to effectively scale the impact and lessons learned from the project to additional efforts happening in the County and with our partners.

3.3.5 MARKETING CHALLENGES

The County is a government agency that, by nature, is often slower to react than smaller agencies and businesses, especially in the area of communications and marketing. We have little experience in behavioral change marketing within DTD. Other challenges include having a geographically diverse demographic that includes rural communities, communities focused on outdoor recreation, farmland, and suburban communities that are both established and growing, etc. Some County residents may feel less confident in County services and be reluctant to engage in our marketing efforts.

The County is also working to develop more capacity and the cultural competencies to reach communities of color and other historically underrepresented groups.

3.3.6 LIST OF SIMILAR EFFORTS

There are other government entities that the project can look to for capturing lessons learned and successful strategies such as:

- San Francisco Vision Zero
- New York City Vision Zero
- Toward Zero Deaths (National strategy on highway safety)
- Seattle's Safest Driver Campaign

3.3.7 DELIVERABLES

No.	Description of Deliverables	Due Date or Estimated Duration
1.	Produce all campaign materials based on campaign	Must be complete and billed by
	developed in Phase I, including printing, ad purchases,	June 30, 2021.
	video production, or other assets developed as determined	
	by Phase I design. Since we have not completed Phase I	
	design, firms should be flexible with deliverable details by	
	focusing on rates for different elements of delivery.	
2.	Contractor shall enter into advertisment purchases on behalf of	TBD
	the County for all media.	
3.	Develop a new campaign for Phase III with a tie into	Complete by January 29, 2021
	marketing assets developed in Phase I, including key	

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Phase II & III

	messaging, targeting, segmenting, channel plan, and overall			
	marketing plan for the campaign.			
4.	Design materials based on campaign plan for Phase III,	Complete by April 2, 2021		
	including all graphic design of core elements,			
	storyboarding for video projects, or other elements as			
	determined by step 2 above.			
5.	Implement Plan for Phase III, including printing, ad	All work and billing complete		
	purchases, video production, or other assets, as developed	by April 30, 2021		
	by Step 2 and 3 above.			
The be	The below tasks are contingent upon available funds from the Oregon Department of Transportation			
1.	Engage community partners through mini-grants to assist in	Complete Phase I by June 30,		
	community engagement and campaign amplification for	2021 and Phase II by December		
	both Phase II and Phase III.	31, 2021		

The below tasks are contingent upon available funds from the Oregon Department of Transportation			
1.	Engage community partners through mini-grants to assist in	Complete Phase I by June 30,	
	community engagement and campaign amplification for	2021 and Phase II by December	
	both Phase II and Phase III.	31, 2021	

MILESTONES: These are the tasks/work elements needed to complete the activity and the 3.3.8 responsible party:

These dates are estimates, and through negotiation with the contractor can be expedited.

No.	Tasks/Milestones	Responsible Party	Estimated	
			Completion Date	
1.	Draft implementation plan for Phase I	County DTD	January 31, 2021	
2.	Draft materials to County for Phase II	Contractor	March 26, 2021	
3.	Complete asset developing including	Contractor	April 30, 2021	
	printing, production, etc. for Phase II			
4.	Assets deployed for Phase II	Contractor	June 30, 2021	
5.	Draft campaign for Phase III	Contractor	January 31, 2021	
6.	Feedback and comments to the contractor	County DTD	January 29, 2021	
	on step 5.			
7.	Draft materials to County for Phase III	Contractor	March 26, 2021	
8.	Feedback and comments to the contractor	County DTD	April 23, 2021	
	on step 7.			
9.	Complete asset developing including	Contractor	June 30, 2021	
	printing, production, etc. for Phase II			
10.	Assets deployed for Phase II	Contractor	August 27, 2021	
The following tasks/milestones are contingent upon receiving funds from the Oregon Department of				
Transportation				
1.	Community partners identified for Phase II	Contractor with	March 26, 2021	
		assistance from DTD		
2.	Community partners identified for Phase III	Contractor with	June 30, 2021	
		assistance from DTD		
3.	All mini-grants dispersed for Phase I	Contractor	June 30, 2021	
4.	All mini-grants dispersed for Phase I	Contractor	August 27, 2021	

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Phase II & III

3.3.10. WORK SCHEDULE:

Phase II: The project will begin January 2021 and finish on June 30, 2021 as per a grant from the National Safety Council. All billable elements of the project must be completed in this time frame.

Phase III: The project will begin December 1, 2020 and finish no later than December 31, 2021. All billable elements of the project must be completed in this time frame.

3.3.11. TERM OF CONTRACT:

The term of the contract shall be from the effective date through December 31, 2021 with the option for one (1) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

3.3.12 SAMPLE CONTRACT: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample [Personal Services Contract, for this RFP can be found at https://www.clackamas.us/finance/terms.html.

The	less checked, item does not apply) following paragraphs of the Professional Services Contract will be applicable: Article I, Paragraph 5 – Travel and Other Expense is Authorized Article II, Paragraph 27 – Confidentiality Article II, Paragraph 28 – Criminal Background Check Requirements Article II, Paragraph 29 – Key Persons Exhibit A – On-Call Provision
	following insurance requirements will be applicable: Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and
\boxtimes	Property Damage. Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission
\boxtimes	or negligent acts. Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
	Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions

3.3.13 Federal Terms & Conditions

The funding for this RFP is subject to final approval of a Federal Grant from the National Safety Council (NSC). Federal terms and conditions detailed in Title 2 of the Co Regulation (CFR) Part 200 will apply to the contract award resulting from this RFP.

SECTION 4 EVALUATION PROCEDURE

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations.

Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 **Evaluation Criteria**

Category	Points available:
Proposer's General Background and Qualifications	0-20
Scope of Work	0-35
Cultural Competencies and Community Engagement Plan	0-15
Experience with Positive Cultural Framework	0-10
Fees	0-20
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

An original (clearly indicated) and one (1) copies of the Proposal, and an electronic copy (on compact disk or jump drive) of the complete Proposal must be received by the Closing date and time indicated in Section 1 of the RFP. The sealed envelope or package must have the vendor name, name of the project, and date/time of the Closing clearly indicated on outside of the package.

Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, County Procurement Officer Clackamas County Public Services Building 2051 Kaen Road
Oregon City, OR 97045

County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments or other information.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Vendor experience with diverse communities, including rural, suburban and communities
 of color.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

Provide a description of the following:

- Proposer's understanding of the project as demonstrated in the RFP.
- Proposer's awareness of key issues.
- Proposer's awareness of project requirements to produce the necessary project deliverables on schedule and within budget.
- At least one page (11" X 17" allowed) of this section shall be dedicated to providing a detailed matrix illustrating tasks, subtasks and percent of overall project resources on one axis, and a timeline on the other axis. The matrix must identify the resources committed to perform the work

- and the proportion of the time that the firm's staff would spend on the project, including time for specialized services.
- Proposer's understanding of their role in the public involvement process and ability to incorporate comments from the general public and stakeholders into the overall project.

Not-to-exceed price for Phase I and Phase II of the project. Cost should show reimbursable costs necessary to perform the required services and produce the deliverables, in section 3.3.7 and milestones in section 3.3.8.

5.3. Scope of Work

- a. Describe your experience using social marketing for behavioral change. Provide context, goals, what was measured to determine success, specific tools/platforms used, and experiences learned.
- b. Describe your marketing experience in traffic safety and transportation. Describe related work experience in traffic safety and transportation?
- c. Describe your experience in behavioral change campaigns such as tobacco cessation, drug and alcohol use, or other such campaigns that reduce health risks.
- d. Describe your experience in multi-sector collaboration and partnerships. How have you overcome obstacles to achieve results for your client?
- e. Describe your experience in video production, related to behavioral change goals.
- f. Describe your experience using influencers in behavior change campaigns. Explain advantages and disadvantages of this tactic.
- g. Describe your experience in successfully reaching out to and involving communities of color and other historically under-represented communities?
- h. Would you support investing a set-aside \$20,000 in community engagement with nonprofit partners to target participation of communities of color? If yes, describe a high-level use of funds and related strategy.

5.4. Fees

Fees should be broken down for each Phase of the project. Costs should show reimbursable costs necessary to perform the required services and produce the deliverables. The proposed costs must be descriptive and include a breakdown of the cost for each Phase. The proposed costs should reference a rate schedule for professional services staff and a list of Menu of Services. This project is being addressed in a phased approach because of the budget limitations and funding sources. Amounts provided are for guidance and in way means that the County will not award to the best valued proposal.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

<u>PROPOSAL CERTIFICATION</u> RFP #2030-73 Strategic Marketing Consultant for the Drive to Zero Project

Submitted by:_	
• –	(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is 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 that is certified under ORS 200.055.

(k) The Propositive Proposal.	er agrees to accept as	full payment for the	services spec	ified herein, the amount as shown in
Non-Resident P	r, as defined in ORS 2 roposer, Resident Sta	te		
Contractor's Autho	rized Representative:			
Signature:			Date:	
Name:			Title:	
Firm:				
Address:				
City/State/Zip:			Phone:	()
e-mail:			Fax:	
Contract Manager:				
Name		Title:		
Phone number:				
Email Address:				