



**MULTNOMAH COUNTY DRAINAGE DISTRICT #1
1880 NE ELROD DRIVE
PORTLAND, OR 97211**

Request for Proposals (“RFP”)

**STRATEGIC COMMUNICATIONS, PUBLIC OPINION RESEARCH &
ENGAGEMENT RELATED SERVICES**

RFP No. S-C26014-00002167

**PENINSULA DRAINAGE DISTRICT #1
PENINSULA DRAINAGE DISTRICT #2
MULTNOMAH COUNTY DRAINAGE DISTRICT #1
SANDY DRAINAGE IMPROVEMENT COMPANY
URBAN FLOOD SAFETY AND WATER QUALITY DISTRICT
COLUMBIA CORRIDOR DRAINAGE DISTRICTS JOINT CONTRACTING AUTHORITY**

Proposals Due:	Not later than 4:00 p.m. PST, March 11, 2022 Late proposals will not be accepted or considered.
Submit Proposals to:	Electronic Email Address: jkanoff@mcdd.org
Direct Questions to:	Procurement Contact: Jim Kanoff Email: jkanoff@mcdd.org Phone: (503) 756-8082

Pre-Qualification: Not Required

Pre-Proposal Conference: Not Required

No pre-proposal conference will be held for this solicitation. However, additional background information will be provided for interested proposers, in the form of a short video presentation available Wednesday, February 23, 2022 by 4:00 p.m. On this page look for the link to the video:

<https://www.mcdd.org/doing-business-with-the-district/>.

RFP Availability:

This RFP is available electronically through the OregonBuys website at <https://oregonbuys.gov/bsa>. Interested parties must be registered with OregonBuys to obtain and download documents. Registration is at no cost. Future notices regarding this solicitation, including solicitation addenda, will be posted to OregonBuys. See the State Procurement OregonBuys website at <https://oregonbuys.gov/bsa> for additional information regarding use of the OregonBuys system.

Proposal Documents:

Strategic Communications, Public Opinion Research, & Engagement Related Services RFP

Attachment A: Form of Proposed Contract

Attachment B: Proposer Information Form/Certifications

Attachment C: Proposer Residency Information

Attachment D: Certification Statement for Corporation or Independent Contractor

Attachment E: Insurance Requirements

Attachment F: Workers' Compensation Exemption Certificate

Attachment G: Affidavit of Non-Collusion

Attachment H: References

Attachment I: Fee Structure and Rates

1. Introduction

Multnomah County Drainage District No. 1 seeks written proposals from qualified vendors able to provide on-call strategic communications, public opinion research, and engagement related services to Multnomah County Drainage District ("MCDD"), Peninsula Drainage District #1 ("PEN 1"), Peninsula Drainage District #2 ("PEN 2"), Sandy Drainage Improvement Company ("SDIC"), Columbia Corridor Drainage Districts Joint Contracting Authority ("JCA"), and the Urban Flood Safety and Water Quality District ("UFSWQD"), referred to collectively as "the Districts" or "Districts."

The Districts are seeking proposals from qualified professionals with proven strategic communications and engagement experience to provide strategic communications, public opinion research, process design, facilitation, and stakeholder and community engagement services, including but not limited to the services listed below, which include services in support of current and future initiatives and projects. The intent is to establish ongoing relationships with a set of qualified contractors to provide these services on an "on-call" or "as-needed" basis.

Service categories for this RFP are:

- A. Strategic Communications
- B. Public Opinion Research
- C. Community and Stakeholder Engagement, Process Design, and Facilitation

Proposers may submit proposals under one or more service categories. Instructions are provided within for submitting proposals across multiple categories. Where necessary and possible, proposers are encouraged to form teams to provide the full suite of services requested in this RFP as one proposal. Proposals that include subcontractors or consultant teams are equally acceptable as those from a single firm. The Districts may choose to award one or more contracts under each category or award work across multiple categories to the same set of contractors. The Districts are not guaranteeing any specific amount of work as a result of this RFP or award of Contract(s).

This RFP describes the anticipated scope of services, the information that must be included in all proposals, and the proposal selection process. All proposals should be submitted as set forth in the solicitation document. Individuals and firms responding to this RFP are responsible for submitting qualifications in the manner, format, and to the delivery point described in the RFP.

The Districts reserve the right to waive any or all informalities and irregularities; cancel the Request for Proposals; and/or reject any or all qualifications if doing either would be in the public interest as determined by the Districts.

1.1 Background

OVERVIEW OF THE DISTRICTS

Four century-old special districts currently manage the 27-mile levee system that runs along the lower Columbia River and Columbia Slough from the railroad berm along N. Portland Road in North Portland on the west to Troutdale and the confluence of the Columbia and Sandy Rivers on the east: Peninsula Drainage District #1 (PEN 1) Peninsula Drainage District #2 (PEN 2), Multnomah County Drainage District #1 (MCDD), and Sandy Drainage Improvement Company (SDIC) (collectively called, “the Drainage Districts”). These districts encompass nearly 13,000 acres of land, which include over 7,500 residents, 59,000 jobs, 2,000 acres of parks and natural spaces and critical public infrastructure like the Portland International Airport, the region’s back-up drinking water supply, multiple electrical substations, three interstate highways, and much more. Each drainage district is an independent governmental entity with its own governing board and authority to collect assessments. The largest district, MCDD, has administered and provided services to the other three districts on a contract basis since 1997. MCDD is the only district with staff and equipment.

The four Drainage Districts formed the Columbia Corridor Drainage Districts Joint Contracting Authority (JCA) to advance projects in which they have joint and common benefits, which includes supporting and servicing Levee Ready Columbia, a regional partnership of public, private, and nonprofit organizations working collaboratively to modernize the flood safety infrastructure and the way it is managed.

MCDD also administers the Urban Flood Safety & Water Quality District (UFSWQD), a new special district recently established by the Oregon State Legislature at the request of Levee Ready Columbia. The purpose of this district is to take over the delivery of flood safety along the Columbia River in Multnomah County once a revenue structure has been established. The new district has larger boundaries, tied to the Urban Growth Boundary of Multnomah County as set by Metro, and it has a broader set of authorities that include providing flood safety; responding to flood emergencies; contributing to improved water

quality, fish and wildlife habitat, floodplain restoration and landscape resilience; preparing for and adapting to the impacts of climate change; promoting equity and social justice in all aspects its operations; and providing the public with information regarding the cultural history of the territory.

The initial board of the UFSWQD is currently working to establish a revenue structure for the district so it can take over the operations and maintenance of the existing flood safety infrastructure. Once the revenue structure has been established, the UFSWQD board will call for the dissolution of the four Drainage Districts and take over management of the system.

TOP PRIORITIES & ANTICIPATED TIMELINES

In addition to safely operating and maintaining the existing flood safety system to protect people and property and reduce the risk of flooding, the Districts are focused on several major initiatives to modernize their governance, funding, and infrastructure:

- a) Forming the UFSWQD and creating its revenue structure(s). Fully forming the new district means successfully identifying and implementing a source of operating and capital revenue and dissolving the drainage districts. The current goal is to have the first set of voter elected board members *and* a general obligation bond measure on the May 2023 ballot, which will allow us to move forward with the dissolution of the districts and other projects described below. To accomplish this goal, the UFSWQD must collect at least \$1 of operating revenue prior to the May 2023 election. The current board of the UFSWQD will need to adopt an ongoing revenue structure and refer a ballot measure in to be on the May 2023 ballot. Most of this timeline is contingent on the passage of House Bill 4067, which is currently under consideration by the Oregon State Legislature during their short legislative session. HB 4067 addresses ambiguities and sequencing issues in the UFSWQD’s original statute. Its passage will ensure the initial board has the authority to refer a ballot measure. If HB 4067 does not pass, the timeline is likely to shift to a May 2025 election goal.
- b) Securing federal investment in the levee system. In 2018, the Districts were awarded a US Army Corps of Engineers flood management feasibility study, which is the primary pathway available to fund levee improvements through the federal government. The study produced a “Recommended Plan” to improve the system and increase its resiliency for the next generation and beyond. The final plan is estimated to cost approximately \$130 million, of which the federal government will pay 65% if the project is authorized and funded. The Districts are currently preparing to move into the design phase with the Corps while seeking Congressional authorization of the project through the 2022 Water Resources Development Act (WRDA) and the necessary appropriations. The Districts and their partners have reached a tentative agreement to fund the first two years of local cost share to continue to advance the project. The work of setting up the new district and its revenue structures is instrumental to meeting the local cost-share requirements to secure this significant federal investment, address vulnerabilities in the system, and prepare for the future.
- c) Meeting federal safety standards for levees and remaining accredited. Both of the objectives above are linked to this priority, which is to meet the federal safety standards for levees that were put in place by the Corps and FEMA following Hurricane Katrina and Superstorm Sandy. These changes put more onus and cost on local levee operators to remain in good standing with the Corps and be able to receive federal support in the event of a flood, and to remain accredited in FEMA’s National Flood Insurance Program. Having an accredited levee system means that FEMA can map the area behind the levees as if it is not a floodplain, which subsequently makes flood insurance largely voluntary and land use and development standards less restrictive. Given

the level of development in the managed floodplain, loss of accreditation would have significant financial and economic implications for the region and state.

A total of eight projects need to be completed to recertify the system to maintain accreditation. The four most complex and expensive projects were identified by the Corps and included in the Recommended Plan (described above in priority “a”). The four other projects need to be funded and completed locally.

- d) Advancing diversity, equity, and inclusion. Last but certainly not least, the Districts have made it a priority to advance diversity, equity, and inclusion and the UFSWQD is legislatively mandated to “promote equity and social justice in all aspect of its operations” through ORS 550. This is an exciting opportunity to embed and build equity into the foundation of a new government. To aid in advancing equity, MCDD adopted an Equity Policy with a vision, mission, goals and guiding principles. Proposers are encouraged to read MCDD’s Equity Policy at <https://www.mcdd.org/district-history/equity/> and to demonstrate how they are best suited to help the Districts center race and advance equity through their communications and community engagement efforts.

1.2 Contract Term & Structure

The Districts intend to award any contracts negotiated as a result of this RFP for a period of up to five (5) years.

The Districts, at their sole discretion, may choose to award contracts to as many of the highest ranked proposers as deemed necessary and appropriate to complete the body of work described in this RFP and anticipated over the next five years. If contract negotiations are unsuccessful with any of the highest ranked firms, MCDD reserves the right to enter into negotiations with the next highest ranked Proposers. The Districts may award one or more contracts under each service category, award specific elements under the service categories to different proposers; or ask a single proposers to serve as the primary contractor and include other proposers as subcontractors to deliver the suite of services requested within this proposal. Those decisions will be contingent upon responses to this RFP and any interviews held by the Districts.

The Districts intend to enter into multiple multi-district, non-exclusive price agreements (see Attachment A for example agreement), one for all six Districts, for the Services with each selected proposer (also referred to as “Contractor” herein).

Actual work performed pursuant to these contracts will be in an on-call, task order basis, and will be requested by the Districts in written task orders (“Task Order” or “Task Orders”). Each Task Order will contain a detailed statement of work, budget, and schedule. Contractor will itemize the services it provides to each District separately in its invoices. Any amendments to contracts must be in writing and signed by both parties.

1.3 Estimated Contract Not-to-Exceed amounts

The contracts resulting from this RFP are anticipated to be awarded in Not-to-Exceed amounts totaling \$1,920,000.00, broken out by service category as follows:

Service Category A: Strategic Communications estimated award \$1,150,000.00

Service Category B: Public Opinion Research estimated award \$355,000.00

Service Category C: Community and Stakeholder Engagement, Process Design, and Facilitation
 estimated award \$415,000.00

Each individual contract Not-to-Exceed amounts will be determined based on District, Services, and Contractor.

1.4 Timeline/Deadlines

ACTIVITY	DATE
Issuance of Request for Proposals	February 18, 2022
Deadline for Questions/Clarifications	February 25, 2022, 4 p.m.
Deadline for Addenda	March 1, 2022, 4 p.m.
Deadline for RFP Protests	March 4, 2022, 4 p.m.
Deadline to Withdraw from RFP Process	Any time prior to deadline for Submission of Proposal
Deadline for Submission of Proposals	March 11, 2022 4 p.m.
Initial Evaluation of Proposals	March 16 - 18, 2022
Notice of Intent to Award (if no interviews)	March 18, 2022
Deadline for Filing Protest of Award (no interv)	March 25, 2022, 4 p.m.
Interviews (if required by District)	March 28 - 30, 2022
Notice of Intent to Award (if interviews held)	April 1, 2022
Deadline for Filing Protest of Award	April 8, 2022, 4 p.m.
Anticipated Contract Negotiation	March 28 – April 21, 2022
Anticipated Notice to Proceed (pending District Board approval)	April 11 - 25, 2022
Contract Kickoffs	April 12 - 26, 2022

The District reserves the right to deviate from this schedule.

1.5 RFP Clarifications and Protests; Addenda

a) Informal Questions of Requests for Clarification

Any proposer requiring clarification of the information provided in this RFP may submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the preferred form of written communication. The deadline for submitting such questions is set forth in Section 1.4.

b) Request for Clarification or Protest of Solicitation or Contract Documents

Any proposer wishing to protest this RFP or request clarification on any provision, specification, or contract term contained in the solicitation documents, must submit such questions, comments, or protests to:

Jim Kanoff

Email: jkanoff@mcdd.org

The deadline for submitting such protests is set forth in Section 1.4.

c) Content of Solicitation Protest/Request for Clarification

The proposer's written request for clarification or protest of the RFP must include all of the following and otherwise comply with OAR 137-048-0240(1):

- (i) Sufficient information to identify the solicitation that is the subject of the protest or request;
- (ii) The reasons for the protest or request, including any grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, or is legally flawed;
- (iii) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (iv) A statement of the desired changes to the procurement process or the solicitation document that the proposer believes will remedy the conditions upon which the proposer based its protest or request.

d) Addenda

If the District determines that a change or clarification to the solicitation documents is necessary, such information, clarification, or interpretation will be supplied in a written addendum, posted on OregonBuys.

Those who have registered their interest in the solicitation through OregonBuys will be notified of addenda via email by OregonBuys. Addenda will have the same binding effect as though contained in the RFP. The Procurement Official will issue all addenda. Unless otherwise specified within an addendum, District's issuance of addenda will not extend the proposal due date and time. Minor clerical errors related to or within addenda issued by District, including clerical errors in an addendum's numbering or title, do not remove the responsibility of the proposer to acknowledge all addenda. If there are any questions related to the contents of the addenda, or how to interpret them, it is the responsibility of the proposer to elevate those concerns for the District's consideration.

Statements made by the District's representatives are not binding on the District unless confirmed by a written addendum.

e) Extension of Closing

The District may extend the proposal due date and time set forth in Section 1.4 if it determines an extension is necessary to consider and respond to a properly filed protest under this Section 1.5.

2. Scope of Work

The District seeks highly qualified strategists and practitioners to provide a full spectrum of strategic communications and engagement services as described below. Requested services may vary on a task-by-task basis and are not limited to the examples provided below.

A Not-to-Exceed dollar amount has been provided under each service category are intended to represent the funding available for the full body of work under that service category for a five-year period. This funding will be contingent on annual appropriations by the Districts. During the contract term, the Districts, at their sole discretion, will provide the Contractor with written requests (Task Orders) for specific deliverables. These requests will include a description of the services and deliverables to be provided, specifications and a time period in which to complete requested services. The Task Orders will clarify work expectations and serve as a further agreement for work to be performed within the awarded contract. The task orders will also include a specific Not-to-Exceed budget for the associated activities, which will be developed between the contractor and staff based on expectations, work needed, and the Districts annual budgets and appropriations.

Proposals are specifically requested under the following three (3) service categories:

- A Strategic communications
- B. Public opinion research
- C. Stakeholder and community engagement, process design, and facilitation services

Proposers may submit proposals under one or more categories. Where possible, the Districts encourage proposers to form teams to provide the full suite of services requested in this RFP as one proposal.

Strategic communications

- a. Conduct the necessary research and outreach to successfully hone messaging and develop plans, products, and tools to convey the central narrative and increase awareness of the local flood safety infrastructure and flood risk while building support for the successful formation of the UFSWQD, including the creation of a new operational revenue structure and the referral of a general obligation bond to support urgent capital improvement needs. *Please note: As public bodies, the Districts will not be involved in any electoral campaign related to any measure the UFSWQD Board refers to the voters. Running the campaign to pass the bond measure is not a part of this body of work.*
- b. Provide strategic counsel to staff and the Districts' Boards on communications, public affairs, and stakeholder plans, strategies, and issues as needed.
- c. Work with staff, board members, other contractors, stakeholders, and partners to develop, implement, and evaluate strategic communications and engagement activities within timelines and resources provided by the Districts.
- d. Increase the Districts communications capacity in the planning and implementation of:
 - 1) Media relations
 - 2) Crisis communications as needed
 - 3) Audience analysis and the development of tools to reach various audiences
 - 4) accessible, research-based, inclusive content and products in multiple languages including written documents, presentations, graphics, illustrations, animations, videos, and other representations that help in communicating key messages, timelines, calls to action, and other key information.
 - 5) Ongoing website maintenance, programming, content creation, and posting.

- 6) Digital and social media strategies including planning, content development, monitoring, responding, tracking, and making recommendations.
- 7) Campaign execution from start to finish, including development, testing, creative execution, media buying, partnership and outreach development, tracking and measurement and campaign evaluation.
- 8) Remote and in-person events as appropriate. This may include managing all aspects of the event or providing specific strategic support on logistics, messaging, promotion, sponsorship development and recruitment, staffing the event, tracking, and evaluation.
- 9) Methods to measure results and evaluate effectiveness of communications, outreach, and engagement practices including, pre- and post- surveying, web analytics, media tracking and analysis and presentation of these findings.
- 10) Partnership development and outreach support related to communications, awareness building, marketing, and engagement activities.

The estimated award for the full strategic communications service category across five years and all Districts is \$1,150,000.

Public Opinion Research

- a) Design a qualitative and quantitative public opinion research plan to evaluate public opinion regarding the work of the UFSWQD, willingness to pay for different services including capital improvements and to inform the development of core messaging, collateral, ballot measure language, and other associated needs.
- b) The development of survey instruments and methodology to yield statistically valid sampling of district voters. This may include developing strategies to reach and oversample specific minority and/or hard to reach populations within the district.
- c) Execute and collect data for surveys. Coordinate with staff and other contractors as requested to assess the results of the surveys, discuss implications, and related issues.
- d) Design, administer, and complete focus groups reflective of key demographic and geographic characteristics of the district service area and constituent base to support message testing, priorities analysis, willingness to pay, as well as communications platforms and outreach strategies related to the creation of the new revenue structure.
- e) Develop draft and final reports and presentations on the results of the research including framework and methodology used; the tabulation of all calls and/or contacts made as part of the survey; the tabulation of survey and focus group results, key findings, detailed findings, conclusions, and recommendations.

The estimated award for the full public opinion service category across five years and all Districts is \$355,000.

Stakeholder and Community Engagement, Process Design, and Facilitation Services

- a) Work with staff, board members, key stakeholders, and others to design, plan, and execute processes and activities that engage stakeholders and community members on various topics and projects as requested.
- b) Plan and facilitate focus groups, workshops, interviews, surveys, and other tactics to increase stakeholder and public engagement on various decision points.
- c) Produce content and materials to support engagement process and activities, including but not limited to maps, infographics, displays, digital content, presentations, or any other materials

needed to communicate about the engagement. This includes the production of culturally specific messages and materials to support engagement of non-English speaking and underserved communities.

- d) Recommend and provide innovative facilitation techniques to engage participants.
- e) Coordinate and/or provide translation, language interpretation, and other accessibility services needed to make engagement activities inclusive and accessible to all.
- f) Coordinate logistics and event management services including event location, site preparation, catering, and other event coordination needs.
- g) Provide draft and final reports on engagement activities and processes including recommendations for future improvements.
- h) Support staff and board members in developing a community engagement policy and accountability method to meet the mandates in ORS Chapter 550, the UFSWQD's mission, vision, and values, and community/stakeholder expectations.
- i) Work with staff, stakeholders, and other contractors to provide partnership development and outreach support.
- j) Identify and build partnerships on behalf of the Districts as related to key engagement activities.

The estimated award for the full stakeholder and community engagement, process design, and facilitation service category across five years and all Districts is \$415,000.

Some anticipated engagement needs include:

- a. Designing and implementing a process to work with impacted landowners to recover costs associated with fixing an old pipe that does not clearly belong to any public or private entity and benefits multiple property owners.
- b. Support coordinating and negotiating easements needed for operations and/or completion of specific capital projects.
- c. Planning and conducting specific outreach to educate and engage community members in the selection of an ongoing revenue structure for the UFSWQD.
- b. Supporting the Districts ongoing efforts to build new and stronger relationships with key constituencies, including communities of color living and working in the managed floodplain and watershed area.
- c. Developing an engagement plan and specific activities for specific constituencies to learn more about and engage in the design of the US Army Corps of Engineers Portland Metro Levee System Project. Additional information about the project and the Districts role is available at <https://www.mcdd.org/portfolio-item/usace-feasibility-study/>.

3. Proposal Format, Content, and Submission

3.1 Proposal Format

District proposal standards:

- a) Proposal includes a one-page cover letter as the first page of the proposal.
- b) Proposal includes Attachments B, C, D, G, H, and I.
- c) Proposal addresses all evaluation criteria in the order presented in Section 4.4.
- d) Proposal may not exceed 11 pages in length for a single service category, 12 pages for two service categories, and up to 13 pages if proposing for all three service categories. The page limit does not include cover or divider pages, reports sample plans, resumes, and Attachments above. Each 8.5" x 11"

sheet will count as one page; each 11" x 17" sheet will count as two pages. District reserves the right, in its sole discretion, to not review any part of the proposals longer than 12 pages.

Please do not include sales or promotional materials as part of proposal, unless requested.

3.2 Attachments: Proposer Certification and Representations

Each proposal will include completed Attachments B, C, D, G, and H, signed electronically, plus Attachment I. Acceptable forms of electronic signature include a scanned copy of a handwritten signature on each respective Attachment form or a signature made on each Attachment form using Adobe's Fill and Sign Digital Signature.

3.3 Proposal Content

Proposals must provide all information requested and required under this RFP. Proposals that do not provide all such information may be rejected as non-responsive.

Each proposal must address each of the following criteria completely, and in the order provided:

a) Cover Letter – one (1) page

The cover/transmittal letter should briefly identify which service categories the Proposal is intended (a) strategic communications; b) public opinion research; c) stakeholder and community engagement, process design, and facilitation services) and the Proposers understanding of the Districts, the types of work needed, and requested services within the RFP. The cover letter should also clearly identify:

- The party or parties submitting the proposal
- The assigned account/project manager
- Company name and address
- Phone, website, and email
- State business registration number
- State certification number, if any, as minority-owned, women-owned, disadvantaged, or emerging small business.
- State that the proposal is valid for 90 days
- Confirm that you have evaluated the Districts' draft contract language and note any potential issues or changes that you would want to negotiate if you/your company is selected to provide services through this procurement.

The letter should be signed by an authorizing party within your company.

b) Approach to Work & Project Work Plan – three (3) pages for a single service category; four (4) pages for two service categories; and five (5) pages for proposals covering all three service categories.

Proposals should describe the following and then answer the specific questions outlined by service category below:

- **All proposals:**
- Describe which services you are proposing to provide and your general approach to that work. Take this opportunity to continue to demonstrate your understanding of the Districts, our objectives, and the services we need.
- Succinctly explain your experience working on relatively unknown issues and/or public services?

What applicable lessons did you learn and how can you help us leverage limited resources to make the most impact?

- How do you anticipate getting up to speed and what steps would you take to develop a more specific workplan and tasks orders related to the work the district needs to do now. *See Section 2 for background on the Districts' top priorities. Additional information and context is also provided within the questions below and throughout the RFP. We recommend Proposers read the questions for all service categories to learn more.*
- **Category A: Strategic communications**
- We need a clear, simple, and cohesive message to help advance the formation of the new district including building support (and limiting opposition) for a new revenue structure and the development and passage of a general obligation bond measure to support capital needs. Why should we select you to help us address these needs and how would you go about guiding the creation and dissemination of core messaging over the next five-year period? This includes but is not limited to work done in relation to standing up the new district, developing and referring a general obligation bond that delivers on critical flood safety needs, meets the mandates in ORS 550, and is in line with the values of the residents of Multnomah County?
- We have a lot of names, acronyms, and logos floating around our work and the new district's legislatively provided name – the Urban Flood Safety & Water Quality District– is a mouth full. In line with the question above about messaging, how much do you think our names and branding matter right now and how would you go about helping us determine the most effective way to tell our story while all these entities continue to operate and we work to communicate a clear, cohesive message to a diverse set of audiences? Please consider the different audiences we have, which include residents and business owners in the managed floodplain who are generally aware of the drainage districts and the services we provide.
- In addition to needing strategic communications plans and strategies related to core priorities and objectives, we need some basic ongoing communications services like website programming and maintenance, graphic design, photography, videography, etc. How will you help us meet these needs in an effective and efficient manner?
- **Category B: Public opinion research**
- Portland is a place where people really care about process. That said, people are busy and there are many important issues to be involved in and pay attention to. Given that reality, and our timeline, we want to be realistic about how much qualitative community engagement we can accomplish and very targeted in the community engagement activities we do. This is going to make the quantitative and qualitative public opinion research we do even more important to ensure we hear from our constituents. Based on what you know about the work we need to do over the next two years, what approach would you recommend and generally how much do you realistically think it would cost regardless of the not-to-exceed amount we've included? *Please note that once the ballot measure has been referred and is on the ballot, the electoral campaign is not a part of this body of work nor something that the Districts will be involved in as public entities.*
- How will you work with staff and our strategic communications consultants to ensure we maximize limited resources while meeting the strategy you outlined in the previous bullet?
- How have you connected with harder-to-reach constituencies like unhoused residents, people with communications-related disabilities, non-English speakers, and other historically marginalized communities?
- **Category C: Community and stakeholder engagement, process design, and facilitation services**

- Using the example of MCDD’s straw pipe project, which is an orphaned pipe that was built many decades ago that helps drain a small area of MCDD that contains some Port of Portland and City of Portland property and several private properties including some owned by national real estate investment companies and a nonprofit organization. Please describe how you would evaluate, develop, and execute an engagement plan to help MCDD work with the landowners to recover costs so we can move forward with upgrading the pipe?
- Although the Districts have some specific needs, a part of this RFP is to create on-call contracts to support our work on an ongoing basis to help build our strategic capacity around community and stakeholder engagement and partnership building. If selected, how will you help us identify, prioritize, and advance engagement opportunities related to our top priorities and core objectives?
- Describe at least one project that involved engaging historically marginalized or underserved communities? What work did you do and what did you subcontract out? What worked well and what lessons did you learn?
- We’ve done some contracted engagement work in the past that resulted in useful information but did not result in relationships between the community organizations and/or community members and the Districts. When you do engagement work on behalf of a client, how do you help to ensure relationships area being developed that are transferrable to your client?

c) Team Structure & Key Personnel Qualifications – two (2) pages

Identify the specific personnel who will be assigned to this project, their roles, individual qualifications and experience; any unique qualifications and/or experience; and any use of subcontractors. If you plan to use subcontractors, please include a list and provide as much of the same information requested for personnel as possible. Resumes of individual proposed for this contract may be included as appendix if needed. (Appendices will not apply toward total page count)

d) Experience and Work Samples – three (3) pages not including project materials or visual examples, which should be enclosed as an appendix

Proposers are asked to demonstrate their experience by describing at least three (3) previous projects that illustrate your experience in the service categories for which you are proposing and convey the unique value that you bring to the work. For each project, include:

- A brief description of the project, planning process, strategies and tactics used, outcomes, and total budget.
- Identify staff, subcontractors or other contractors that were involved and their roles and contributions
- Provide at least one reference for each project including client name, title, role on the project, email address and phone number.

Amount your minimum of three examples, please including at least one (1) project that includes work done in coordination with a community-based organization or community leader representing BIPOC or other historically marginalized communities. Describe project benefits and outcomes that are attributable to the coordination with the organization or community leader.

Proposers are encouraged to submit at least one product from the projects described above to include as an appendix (that will not count toward total page limit). Clearly label the supplemental materials to connect them with the projects described under this section and explain their purpose. Products can include plans, presentations, timelines, print collateral, videos, reports, links to online portfolios or any other item that helps to demonstrate your experience and qualifications.

e) Fee Structure & Rates – one (1) page

For the applicable category, provide hourly rates for the following services in requested order:

A. Strategic Communications

- account management
- communications strategy planning and consultation
- website programming and maintenance
- digital content creation
- art direction, graphic design, and other creative services

B. Public Opinion Research

- account management
- survey development, data collection, analysis
- qualitative research design, recruitment, and execution
- development and delivery of recommendations

C. Community and stakeholder engagement, process design, and facilitation services

- account management
- engagement and outreach planning and consultation
- developing materials and preparing for activities/meetings
- meeting planning and facilitation

If applicable, please provide any hourly rates or other costs for services you provide.

f) Commitment to environmental sustainability and equity – one (1) page

Please describe your company's:

- o efforts to reduce the environmental impact of your operations
- o Any actions you've taken to advance racial justice within your company or community. How will you help us continue to work to meet our equity vision and goals through our communications and engagement work?

3.4 Proposal Submission

Proposals must be delivered to the electronic address set forth on page 1 of this RFP no later than the due date and time set forth in Section 1.4. Proposals not received by the due date and time will be considered late. District will reject all late proposals.

Proposals must be submitted as email attachments. Proposers may submit proposals in the form of one file or as multiple files, provided that the files are clearly labeled to correspond to the file contents.

Proposals will be submitted with the following information in the proposal cover email:

- a) RFP Title.
- b) RFP number.
- c) Proposer name.
- d) Proposer address.

Proposers assumes the risk of premature disclosure of any proposal submission due to submission in an unsecure form.

In the event of a failure of District's system for electronic submission of proposals that interferes with the ability of proposers to submit electronic proposals, protest, or otherwise participate in this RFP, District

may cancel this RFP or may extend the proposal due date and time.

3.5 Proposal Withdrawal

A proposal may be withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, and received digitally by the District by the deadline to withdraw from the proposal process set forth in Section 1.4 above.

3.6 Confidential Information

The District is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted under Oregon Public Records Law or other applicable law.

Pursuant to ORS 279C.107, the District need not open proposals for public inspection until after execution of the contract(s) awarded under this section. Thereafter, the District will not disclose records submitted by a proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The proposer must mark all proposal pages containing the records it deems as confidential under Oregon Public Records Law and must segregate those pages in the following manner:

- (i) Such pages must be clearly marked with the word “Confidential” on each page of the confidential document or section of the document.
- (ii) Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to District in a separate email file attachment.
- (iii) In its proposal, proposer must cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- (iv) Subsections (i) and (ii) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- (v) Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, the District will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (ii) above and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the Multnomah County District Attorney or a court of competent jurisdiction. Additionally, confidential information may be disclosed if the public interest requires disclosure.

Prior to disclosing items labeled as confidential, but after the District determines that the items do not qualify for an exemption from disclosure, the District will make reasonable attempts to notify the proposer of the pending disclosure.

4. Proposal Evaluation, and Award Format, Content, and Submission

4.1 Clarification of Responses

In the event that one or more proposals are in need of clarification, the District will request such clarification in writing and will afford the proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

4.2 Site Visits/ Informational Activities

The District does not intend to conduct any site visits. Interested proposers are encouraged to visit MCDD.org and <https://leveereadycolumbia.org/> to learn more about the work of the Districts.

4.3 Proposal Evaluation

The evaluation process of this RFP will be comprised of:

PROPOSAL SUBMISSION

Proposals will be limited to a total of eleven (11) pages not including any attachments as outlined in Section 3. Proposals covering multiple service categories may contain an additional one (1) page per service category for a total of twelve (12) pages for two service categories and thirteen (13) pages for all three service categories. Submittal forms, resumes, and work examples are not included in the page count.

REQUIRED PAGES & CONTENT

The proposer must complete, sign, and return the following pages with their RFP response:

- Cover Letter
- Approach to Work & Project Work Plan
- Team Structure & Key Personnel Qualifications
- Experience & Work Samples
- Fee Structure & Rates
- Commitment to Environmental Sustainability & Equity

See Section 3 for more detailed information on proposal requirements.

EVALUATION PROCEDURE

The evaluation process of this RFP will be comprised of:

- A written proposal.
- Interviews (should the District determine they are required).

An Evaluation Committee, consisting of no less than three individuals, will evaluate responsive proposals. Each evaluation will independently evaluate and score proposals in accordance with the Evaluation Criteria in the following section. The District may assign certain evaluators specific evaluation criteria, in alignment with the evaluator's expertise. District also reserves the right to have different Evaluation Committees for proposal evaluation and interview evaluation, if it chooses to. Interviews may be requested prior to final selection of firm(s). In the event that one or more proposals are in the need of clarification, the Districts will request such clarification in writing and will afford the proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

a) Written Proposal Evaluation

- a. Each evaluator will independently score proposals in accordance with the Evaluation Criteria.
- b. The District will average the written proposal scores per category and then sum the category averages for a total written evaluation score for each proposal.

b) Invitation for Interview

- a. After scoring the written proposals under Section 4.3 of this RFP, the Evaluation Committee may conduct interviews with one or more of the top-ranked proposers if the Evaluation Committee determines that interviews are necessary or desirable in its sole determination.
 - b. The number of proposers selected for interviews is at the sole discretion of the Evaluation Committee.
 - c. Proposers selected for interviews will be notified in advance as per Section 1.4.
 - d. No additions, deletions or substitutions may be made to proposals during the interviews/presentations that cannot be viewed as clarification.
- c) Interview Evaluation (if required)**
- a. The District will average the interview scores per category and then will sum the category averages for a total interview evaluation score for each proposal.
 - b. The District will sum the written evaluation score and the total interview evaluation score to achieve a total score per proposer.
- d) References**
- The District reserves the right to investigate references, including customers other than those listed in a proposer’s submission. This inquiry may include without limitation investigation of past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors. Unsatisfactory reference results may be a factor in District’s final selection.

4.4 Evaluation Criteria

This section provides a description of the criteria that will be used in the evaluation of proposals submitted to accomplish the work outlined in the RFP.

	Evaluation Criteria	Page Limit	Total Points
A	<p>Cover Letter</p> <ul style="list-style-type: none"> • identifies party or parties submitting the Proposal under which service categories • demonstrates Proposer’s understanding of the Districts, types of work, and requested service • states the assigned account manager/project manager for the work with contact information • provides business registration number(s) and MWESB certification numbers (if relevant) • includes a statement of validity for 120 days • makes clear that draft contract has been reviewed and notes any potential areas for negotiation should the company be selected to provide services • letter is signed by an authorized party 	1	10
2	<p>Approach to Work & Project Work Plan</p> <p><u>All Proposals</u></p> <ul style="list-style-type: none"> • Describes which services are proposed and the Proposers’ general approach to that work. 	3-5	25

	<ul style="list-style-type: none"> Continues to demonstrate an understanding of the Districts and the types of work needed. Describes how the proposer would like to be onboarded and how they would recommend going about developing a more specific workplan and task orders for the work the Districts need now. 		
2a	Strategic Communications <ul style="list-style-type: none"> Core messaging and awareness building strategy development needs. Handling all the names and brands while the Districts remain operational Access to suite of technical and creative service needs Experience with important but relatively unknown or esoteric services 		
2b	Public opinion research <ul style="list-style-type: none"> Based on what you know about the work we need to do over the next 2-3 years, what approach do you recommend and how much do you think it would cost. Please note, any specific campaign related expenses are not a part of this body of work. How can you help maximize limited resources while meeting basic needs Experience with harder-to-reach constituencies 		
2c	Engagement <ul style="list-style-type: none"> Straw pipe project example Help to identify and prioritize engagement opportunities and activities. Engagement of historically marginalized communities. 		
3	Team Structure & Key Personnel Qualifications <ul style="list-style-type: none"> Personnel, roles and qualifications Subcontractors, roles, and qualifications 	2	15
4	Experience & Work Samples <ul style="list-style-type: none"> A. Demonstrated experience with three project examples including description, staff, subcontractors, roles, and contributions. B. Included at least one example of work with BIPOC population. C. Included at least one supplemental item to demonstrate their work on each project. 	3	20
5	Fee Structure & Rates Describe and list on Fee Structure and Rates Table Exhibit	1	15
6	Commitment to environmental sustainability and equity <ul style="list-style-type: none"> Efforts to lessening environmental impact Efforts to advance DEI and help us in advancing our equity objectives 	1	15
	Total	11-13	100

4.5 Notification of Intent to Award

The District will notify proposers of its Intent to Award by posting such notification on OregonBuys.

4.6 Negotiation

- a) After the District has issued the Notice of Intent to Award, the District will commence serial negotiations with the highest-ranked responsive proposer(s).
- b) At any time during negotiations, the District may terminate negotiations with the highest-ranked responsive proposer(s), etc. with whom it is currently negotiating if the District believes that:
 - i. The proposer is not negotiating in good faith; or
 - ii. Further negotiations or negotiations with the proposer will not result in the parties agreeing to the terms and conditions of a final Contract in a timely manner.
- c) If the District terminates negotiations with a proposer, the District may then commence negotiations with the next highest-ranked responsive proposer.
- d) The District reserves the right to negotiate final contract terms with the selected proposer(s) to the fullest extent allowed by law and as in the best interest of the District, including a maximum compensation level that the District alone determines is fair and reasonable.

4.7 Award of Contract

If the District awards any contracts pursuant to this RFP, it will award contracts to the responsible proposer(s) whose proposal the District determines in writing is the most advantageous to the District based upon the evaluation process and criteria described in the RFP, applicable preferences, and the outcome of any negotiations authorized by this RFP.

5. Solicitation Term and Conditions; Protest of Award

5.1 District Right to Cancel Solicitation

The District reserves the right to cancel this RFP at any time or to reject any and all proposals, if the District determines that doing so is in the public interest.

5.2 Proposer Cost of Response Preparation

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. The District is not liable to any proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.

5.3 Submitted Materials are District Property

All material submitted for any portion of a proposal in response to this RFP, or during any phase of this solicitation, will become the property of the District and will not be returned to proposers.

5.4 Additional District Reservations

The District reserves the right to reject all proposals, to reject any proposal not in compliance with all prescribed procedures and requirements, to waive any or all irregularities in proposals submitted, and to award any or all items or services contained in a proposal.

5.5 Proposal Validity

Proposals will remain valid for a period of 90 days following the proposal submission deadline.

5.6 Sufficient Information

All proposers represent and warrant that by responding to this RFP, they have been sufficiently informed in all matters relating to the performance of services solicited under this RFP and its attachments. Prior to submitting a proposal, all proposers will make a careful examination of this RFP and its provisions, including but not limited to all terms and conditions and specifications. Failure to take these precautions will not release a proposer from performing the services solicited under this RFP in strict accordance with the terms of any contract awarded as a result of this RFP.

5.7 Protests

a) Protest of Contract Award

A proposer may protest the Intent to Award a contract in accordance with OAR 137-048-0240, provided:

- (i) The proposer is adversely affected because the proposer would be eligible to be awarded the contract in the event that the protest is successful; and
- (ii) The reason for the protest is:
 1. All higher-ranked proposals (or, in the event multiple contracts are awarded, a sufficient number of proposals) are non-responsive or failed to meet the requirements of this RFP, or all higher-ranked proposers (or, in the event multiple contracts are awarded, a sufficient number of proposers) are not qualified to perform the services required under this RFP;
 2. The District has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;
 3. The District has abused its discretion in rejecting the protestor's proposal as non-responsive or;
 4. The District's evaluation of proposals or the District's subsequent determination of Award is otherwise in violation of the District's Public Contracting Rules or the Public Contracting Code

Label protest as: "PROTEST OF AWARD: RFP NO. S-C26014-00000142 "

Address protest to: Jim Kanoff, Procurement & Contract Specialist
Email: jkanoff@mcdd.org

5. All protests of Award must be in writing and physically received by the procurement official no later than 4:00 p.m. on the deadline for submitting such protests set forth in Section 1.4, unless otherwise stated in the Notice of Intent to Award.

6. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
7. Protests not filed within the time specified in paragraph 5 above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based will be dismissed. An issue that could have been raised by request for clarification or protest of the solicitation is not a ground for protest of award.

b) The District will resolve all protests in accordance with OAR 137-048-0240(3).

6. Contract Terms and Conditions

6.1 Contract Award and Term

The District intends to award multiple contracts as a result of this RFP.

6.2 District Contract

Proposers are advised to thoroughly review and familiarize themselves with the District sample standard contract incorporated as Attachment A.

The successful proposers will be invited to enter into contracts in substantially the form attached hereto as Attachment A. It is anticipated that this will be in the form of more than one separate contract documents, one for each service category and each District.

Any contract resulting from this RFP will be based on the RFP documents and in compliance with the District Public Contracting Rules and the Public Contracting Code.

6.3 Insurance

Proposers are advised to carefully review the insurance requirements contained in Attachment E. Proposer will promptly provide Certificates of Insurance that comply with these requirements at the District's request. In an effort to encourage participation, if any of the insurance requirements would discourage a proposer from responding to this solicitation, proposer may indicate this in their proposal for consideration by the District.

ATTACHMENT A Sample Contract

MULTI-DISTRICT PERSONAL SERVICES PRICE AGREEMENT

between

**MULTNOMAH COUNTY DRAINAGE DISTRICT NO. 1
PENINSULA DRAINAGE DISTRICT NO. 1
PENINSULA DRAINAGE DISTRICT NO. 2
SANDY DRAINAGE IMPROVEMENT COMPANY
COLUMBIA CORRIDOR DRAINAGE DISTRICTS JOINT CONTRACTING
AUTHORITY
URBAN FLOOD SAFETY AND WATER QUALITY DISTRICT
and
CONTRACTOR NAME**

Agreements:

MC-#####-###-PSC

P1-#####-###-PSC

P2-#####-###-PSC

SD-#####-###-PSC

JCA-#####-###-PSC

UFSWQD-#####-###-PSC

This Personal Services Price Agreement (this "Agreement") is made by and between the **MULTNOMAH COUNTY DRAINAGE DISTRICT NO. 1 ("MCDD"), PENINSULA DRAINAGE DISTRICT NO. 1 ("PEN 1"), PENINSULA DRAINAGE DISTRICT NO. 2 ("PEN 2"), SANDY DRAINAGE IMPROVEMENT COMPANY ("SDIC"), URBAN FLOOD SAFETY AND WATER QUALITY DISTRICT ("UFSWQD"), MUNICIPAL CORPORATIONS OF THE STATE OF OREGON, COLUMBIA CORRIDOR DRAINAGE DISTRICTS JOINT CONTRACTING AUTHORITY ("JCA"), AN INTERGOVERNMENTAL ENTITY CREATED UNDER ORS 190 (EACH, A "DISTRICT," AND COLLECTIVELY, THE "DISTRICTS"), and [FULL LEGAL NAME OF CONTRACTOR]** ("Contractor").

The parties agree as follows:

TERMS AND CONDITIONS

1. Initial Information

a. Effective Date and Termination. The effective date of this Agreement is [insert date] or the date on which each party has signed this Agreement, whichever is later (the "Effective Date"). Unless earlier terminated as provided below, the termination date is [insert date] ("Termination Date").

b. Agreement Renewal: This Agreement may be renewed upon mutual agreement of Contractor and the DISTRICTS in writing up to five years from the initial execution of this Agreement.

c. Contractor’s Contract to Provide Services. Contractor agrees to provide a DISTRICT with the Services described in Exhibit 1 (Statement of the Work) upon issuance of a task order from that DISTRICT identifying a specific project or request for services (a “Project”), scope of work, schedule, and price (a “Task Order”). No DISTRICT, however, has any obligation to issue any Task Orders to Contractor under this Agreement. All Task Orders, contracts, purchase orders, accepted proposals, and requests for Services issued by a DISTRICT to Contractor under this Agreement are subject to and governed by this Agreement, and this Agreement is incorporated into each Task Order. Although all Services are subject to this Agreement, issuance of a Task Order for any Services is a prerequisite for any payment to the Contractor for Services.

d. Payment for Services. The DISTRICT agrees to pay Contractor in accordance with Exhibit 1.

e. Compensation Cap. The maximum amount of compensation to be paid to Contractor under this Agreement is as follows (the amount shown below for each DISTRICT is that DISTRICT’s “Compensation Cap”):

MCDD: \$[INSERT AMOUNT]

PEN 1: \$[INSERT AMOUNT]

PEN 2: \$[INSERT AMOUNT]

SDIC: \$[INSERT AMOUNT]

JCA: \$[INSERT AMOUNT]

Each Task Order will include a not-to-exceed budget for a Project, including reimbursable expenses (the “NTE Project Budget”). Each NTE Project Budget under a DISTRICT’s Task Order is subject to that DISTRICT’s Compensation Cap, and an NTE Project Budget, when added to the total sum of the NTE Project Budgets set forth under all previously issued Task Orders by that DISTRICT, may not exceed that DISTRICT’s Compensation Cap.

f. Exhibits. This Agreement includes the following Exhibits:

- Exhibit 1: Statement of Work, Compensation, and Invoicing Requirements
- Exhibit 2: Insurance Requirements
- Exhibit 3: Certification Statement for Corporation or Independent Contractor
- Exhibit 4: Workers’ Compensation Exemption Form.
- Exhibit 5: Contractor’s Rate Schedule
- Exhibit 6: [Add proposal, or other relevant attachments]

g. Contract Documents. A Contract is created by a DISTRICT's issuance, and the Contractor's acceptance of, a Task Order. A Contract consists of the Contract Documents, which are as follows:

1. This Agreement;
2. A Task Order;
3. A proposal from the Contractor, as applicable, accepted in writing by DISTRICT only to the extent that it sets out the scope of any Services and an agreed-upon NTE Project Budget. No terms or conditions of a proposal from Contractor (including but not limited to any proposal that may be included as an exhibit or attachment to this Agreement) are incorporated into a Contract or into this Agreement to the extent that they address matters that are the subject of this Agreement;
4. Drawings, specifications, and addenda issued before the execution of a Task Order;
5. Other documents incorporated by the terms of the Contract Documents; and
6. Amendments issued after execution of the Contract.

h. Order of Precedence. The terms of any document that forms a Contract are subject to the following order of precedence:

1. Terms of an Amendment issued after the execution of the Contract, provided that (1) the Amendment explicitly states that those terms amend specific terms of this Agreement or (2) the Amendment explicitly states that those terms (a) "have been negotiated between the parties and take precedence over any different or conflicting terms in this Agreement" and (b) "apply solely to the Contract formed by execution of this Task Order and do not extend to any Contracts beyond this Task Order";
2. Terms within a Task Order if the Task Order explicitly states that those terms (1) "have been negotiated between the parties and take precedence over any different or conflicting terms in this Agreement" and (2) "apply solely to the Contract formed by execution of this Task Order and do not extend to any Contracts beyond this Task Order";
3. This Agreement (excluding its exhibits);
4. Amendments issued after the execution of the Contract, if subsection (1) of this Section 1(h) does not apply;
5. Task Orders, if subsection (2) of this Section 1(h) does not apply;
6. Exhibits to this Agreement;
7. Contractor's proposal as referenced in Section 1(g)(3), if applicable; and
8. Other documents incorporated by the terms of the Contract Documents.

A conflict in the Contract Documents shall be resolved in the priority listed above.

2. Time is of the Essence. Time is of the essence in the performance of this Agreement and each Contract. Upon execution of a Task Order, Contractor shall begin providing Services and shall complete its performance in accordance with the Contract.

3. Contract Administration. Through prior intergovernmental agreements signed by the Boards of Supervisors of PEN 1, PEN 2, and MCDD, and the Board of Directors of JCA and SDIC, MCDD is designated to administer this Agreement, including any Contracts, on behalf of the DISTRICTS. In the event that specified MCDD personnel are no longer able to administer this Agreement, a Contract, or both, the Executive Director of MCDD shall designate new MCDD staff to administer the Agreement. DISTRICTS and Contractor will be notified in writing if such change occurs.

4. Subcontracts and Assignment. Contractor shall not subcontract any of the Services required under a Contract, or assign or transfer any of its interest in a Contract, without the prior written consent of all DISTRICTS that are parties to the Contract, which may be withheld without cause. Additionally, Contractor shall not assign or transfer any of its interest in this Agreement, without the prior written consent of the DISTRICTS, which may be withheld without cause. In addition to any other provisions the DISTRICTS may require, Contractor shall require of any permitted subcontract under this Agreement or Contract, that the subcontractor be bound by all the same terms and conditions of this Agreement or the Contract. Such subcontracts are solely between the Contractor and the subcontractor and shall not have any binding effect on any DISTRICT.

5. Other Contractors. The DISTRICT may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any DISTRICT employees concerned with such additional or related work, and shall coordinate its performance under this Agreement and any Contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by DISTRICT employees.

6. Independent Contractor Status. Contractor shall certify status as an independent contractor in accordance with Exhibit 3.

7. No Third-Party Beneficiaries. The DISTRICTS and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

8. Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

9. Nonperformance. In the event of nonperformance under this Agreement, a Contract, or both, the DISTRICT, after seven days' written notice, shall have the right to obtain from other sources such products, services, or both as may be required to accomplish the Services not performed, and it is agreed that the difference in cost, if any, for said work or products shall be

borne by the Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform the Services as specified and scheduled.

10. Early Termination. This Agreement, a Contract, or both may be terminated as follows unless otherwise specified herein:

- a. By mutual written agreement, the parties to an individual Contract may terminate that Contract at any time. The DISTRICTS and Contractor, by mutual written agreement, may terminate this Agreement at any time.
- b. The DISTRICTS, in their sole discretion, may terminate this Agreement for any reason on 30 days' written notice to Contractor. A DISTRICT, in its sole discretion, may terminate an individual Contract to which it and Contractor are the only parties on 30 days' written notice to Contractor. If more than one DISTRICT is a party to an individual Contract, the DISTRICTS that are a party to that Contract, in their sole discretion, may terminate the Contract on 30 days' written notice to Contractor.
- c. A party to an individual Contract may terminate that Contract in the event of a material breach by the other. Additionally, the DISTRICTS may terminate this Agreement in the event of a material breach by Contractor. To be effective, the party (or parties) seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party fails to cure the breach within 15 days of the date of the notice, the non-breaching party (or parties) may terminate the Contract (or the Agreement, as applicable) at any time thereafter by giving a written notice of termination.
- d. Notwithstanding Section 10(c), the DISTRICTS may terminate this Agreement, or a DISTRICT may terminate an individual Contract to which it is a party, immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Agreement.

11. Payment of Invoices

- a. Method of Payment. Contractor shall bill DISTRICT monthly as Services are performed under a Contract in accordance with Exhibit 1. Payment shall be made as provided in Exhibit 1.
- b. Payment on Early Termination. Upon termination pursuant to Section 10, payment shall be made as follows:
 1. If this Agreement, an individual Contract, or both are terminated under Sections 10(a) or 10(b) for the convenience, Contractor may invoice DISTRICT for Services that Contractor has performed for DISTRICT under a terminated, individual Contract, and DISTRICT shall pay all undisputed invoice(s) for Services performed until DISTRICT's notice of termination. The DISTRICT shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim the DISTRICT may have against Contractor.
 2. If an individual Contract is terminated under Section 10(c) by the Contractor due to a breach by the DISTRICT, then the DISTRICT shall pay the Contractor for Services

performed prior to the termination date if such Services were performed in accordance with the Contract.

3. If an individual Contract is terminated under Sections 10(c) or 10(d) by the DISTRICT due to a breach by the Contractor, then the DISTRICT shall pay the Contractor for Services performed under the Contract prior to the termination date provided such Services were performed in accordance with the Contract less any setoff to which the DISTRICT is entitled.

c. Escalation. Contractor may request an escalation of the compensation rates provided for herein to reflect actual increases in Contractor's cost to perform the Services. DISTRICTS may audit Contractor's records to confirm the validity of any requested escalation. Adjustments will not become effective until an amendment is executed by both parties reflecting the change.

12. Nondiscrimination (Required by ORS 279A.110). Contractor may not discriminate against a disadvantaged business enterprise, a minority-owned or women-owned business, an emerging small business certified under ORS 200.055, or a business that is owned by a service-disabled veteran. Additionally, Contractor must comply with all applicable requirements of federal and state civil-rights law and rehabilitation statutes and must not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment.

13. Tax-Compliance Warranty (Required by ORS 279B.045). Contractor represents and warrants that it has complied with the applicable tax laws of the State of Oregon or a political subdivision of the State of Oregon (collectively, the "Tax Laws"), including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor covenants that it will continue to comply with the Tax Laws during the term of this Agreement. Contractor's failure to comply with the Tax Laws before the execution of this Agreement or during the term of this Agreement is a default for which DISTRICTS may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or applicable law.

14. Payment of Laborers (Required by ORS 279B.220). The Contractor shall:

- a. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for under this Agreement;
- b. Pay all contributions or amounts due the Industrial Accident Fund by the Contractor or subcontractors, if permitted, incurred in the performance of this Agreement;
- c. Not permit any lien or claim to be filed or prosecuted against the DISTRICTS on account of any labor or material furnished; and
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

1. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Agreement as

such claim becomes due, the DISTRICTS may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of such Agreement.

2. The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

15. Condition Concerning Salvaging, Recycling, Composting or Mulching Waste Material (Required by ORS 279B.225.) If this Agreement involves lawn or landscape maintenance, the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible.

16. Hours of Labor (Required by ORS 279B.020, 279B.235).

a. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
2. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279B.020 (1)(b)(B) to (G).

b. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, does not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

c. Contractor must give notice in writing to its employees who perform work under this Agreement, at the time of hire, before commencement of work under this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees might be required to work.

d. Contractor must comply with ORS 652.220 (addressing the prohibition of discriminatory wage rates based on sex and of employer discrimination against an employee who is a complainant). Compliance is a material element of this Agreement. Failure to comply is a breach that entitles DISTRICTS to terminate this Agreement for cause. Additionally, Contractor may not prohibit any of Contractor's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Contractor may not retaliate against an employee who does so.

17. Payment for Medical Care and Workers Compensation (Required by 279B.230)

a. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

b. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Workers' Compensation Exemption Form – Exhibit 4 must be completed if Contractor is exempt from this requirement. Contractor has verified that agents, individuals, or business entities who are providing labor or services as independent contractors for Contractor under this Agreement are in compliance with Oregon workers' compensation requirements and have obtained such insurance if required. This requirement remains in place for the duration of the Agreement. Upon request of the District, Contractor will provide satisfactory proof of these other persons' or entities' compliance with Oregon workers' compensation requirements.

18. Non-Appropriation/Adequate Funding

a. If payment for Services under this Agreement extends into the DISTRICT's next fiscal year, DISTRICT's obligation to pay for such Services is subject to approval of future appropriations to fund this Agreement and individual Contracts by the DISTRICT's Board of Supervisors or Directors.

b. Continuation of this Agreement, at specified levels, is conditioned on adequate funding under the DISTRICT's budget adopted in June of each year. DISTRICT reserves the right to adjust the level of Services in accordance with funding levels adopted.

19. Remedies. In the event of breach of this Agreement, an individual Contract, or both, the parties shall have the following remedies:

a. If this Agreement is terminated under Section 10(c) or 10(d) by the DISTRICTS due to a breach by the Contractor, the DISTRICTS may complete the Services either themselves, by agreement with another contractor, or by a combination thereof. If the cost of completing the Services exceeds the remaining unpaid balance of the total compensation provided under this Agreement then the Contractor shall pay to the DISTRICTS the amount of the reasonable excess.

b. If an individual Contract is terminated under Section 10(c) or 10(d) by a DISTRICT due to a breach by the Contractor, the DISTRICT may complete the Services to be provided under that Contract either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Services under the Contract exceeds the remaining unpaid balance of the total compensation provided under the Contract, then the Contractor shall pay to the DISTRICT the amount of the reasonable excess.

c. In addition to the remedies in this Section 19, Section 9, and Section 10 for a breach by the Contractor, the DISTRICTS also shall be entitled to any other equitable and legal remedies that are available.

d. If the DISTRICTS breach this Agreement, or if a DISTRICT breaches an individual Contract, Contractor's remedy shall be limited to termination of this Agreement or termination of the individual Contract, respectively, and receipt of Contract payments to which Contractor is entitled.

20. Hazardous Chemicals. Contractor shall notify the DISTRICTS prior to using products containing hazardous chemicals to which DISTRICTS' employees, board members, or guests may be exposed. Products containing hazardous chemicals are those products as defined in OAR Chapter 437. Upon request by any DISTRICT, Contractor shall immediately provide Materials Safety Data Sheets.

21. Errors. The Contractor shall perform such additional work as may be necessary to correct errors in the Services required under this Agreement without undue delays and without additional cost.

22. Limitation on Role of DISTRICT. Neither this Agreement nor the providing of Services will operate to make any DISTRICT an owner, operator, generator, transporter, treater, storer, or arranger within the meaning of the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation Recovery Act, and equivalent state and local laws, nor a discharger of any pollutant under the Clean Water Act and equivalent state and local laws; and except as restricted by the Oregon Tort Claims Act, the Contractor shall indemnify, defend, and hold DISTRICTS harmless from any claims, suits, losses, costs, and expenses arising from such basis, including, but not limited to court costs and reasonable attorney's fees, at trial and on appeal, incurred as a result of any claims, demands, suits, charges, or allegations of responsibility by any and all third parties including but not limited to contractors, subcontractors, agents, employees, assignees, transferees, successors, invitees, neighbors, and the public relating, except to the extent that a claim is the result of the negligence or willful acts or omissions of DISTRICTS.

23. Access to Records. The Contractor agrees that the DISTRICTS and their authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

Contractor shall maintain all fiscal records directly relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that a DISTRICT's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 10 years, or such longer period as may be required by applicable law, following final payment and termination of

this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

24. Ownership of Work. All work products created by the Contractor as part of Contractor's performance of this Agreement, including background data, documentation and staff work that is preliminary to final reports, shall be the exclusive property of the DISTRICTS. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the DISTRICTS perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The DISTRICTS shall have no rights in any pre-existing work product of Contractor provided to the DISTRICTS by Contractor in the performance of this Agreement except to copy, use, and re-use any such work product for DISTRICTS' use only.

If this Agreement, an individual Contract, or both is terminated by either party or by default, the DISTRICTS, in addition to any other rights provided by this Agreement, may require the Contractor to transfer and deliver such partially completed work products, reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this Agreement.

25. Security. Any disclosure or removal of any matter, property, or both on the part of the Contractor or Contractor's employees shall be cause for immediate cancellation of this Agreement, any individual Contract, or both. Any liability, including, but not limited to, attorney's and expert's fees, resulting from any action or suit brought against any DISTRICT as a result of the Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on any DISTRICT's property shall be borne by the Contractor. All information, documents and property contained within these facilities shall be considered privileged and confidential.

26. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the Services performed under this Agreement, and all regulations and administrative rules established pursuant to those laws, and all applicable policies, procedures, rules, and other protocols of the DISTRICT and MCDD that have been made available to Contractor.

27. Authority to Transact Business. Contractor represents and warrants that Contractor is properly registered to transact business in every jurisdiction where such registration is required.

28. Public Employee Retirement System. Contractor represents and warrants that
(a) Contractor is not active as an employee in the Public Employee Retirement System, and
(b) Contractor has not received wages from any DISTRICT or any other public entity during the calendar or fiscal year in which this Agreement is signed.

29. Indemnity and Hold Harmless. Contractor shall defend, indemnify, and hold harmless the DISTRICTS and their respective officers, agents and employees, from, for, and against all liability, loss, costs, or expenses, including expert's and attorney's fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons

or property caused by (a) any negligent act or omission of an act by Contractor, a subcontractor, or anyone for whose acts they may be liable, sustained in any way in connection with the performance of this Agreement, a Contract, or both, or by conditions created thereby, (b) Contractor's breach of this Agreement, a Contract, or both, or (c) or violation of any statute, ordinance or regulation by Contractor, a subcontractor, or anyone for whose acts they may be liable. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the DISTRICTS, but is in addition to such common law or statutory provisions.

30. Insurance. Contractor shall provide insurance in accordance with Exhibit 2. Requirements set forth in Exhibit 2 shall also apply to any subcontractors.

31. Amendments. Any amendments, consents to, or waivers of the terms of this Agreement shall be in writing and signed by all parties, except that amendments changing the amount of a Compensation Cap will be made solely by the DISTRICTS amending their respective Compensation Cap(s) and Contractor. Any amendments, consents, or waivers to the terms of a Contract shall be in writing and signed by all parties to the Contract.

32. Waiver. Waiver of any default under this Agreement by the DISTRICTS shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.

33. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon and rules of the DISTRICTS, as the rules appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.

34. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.

35. Merger Clause. This Agreement and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement.

36. Notices and Communications.

a. Notices and communications between the parties to this Agreement and individual Contracts must be sent to the following individuals at the following addresses:

DISTRICT

[Name of District Contact]
[Title of District Contact]
Multnomah County Drainage District No.1
1880 N.E. Elrod Drive

Contractor

[Name of Contractor Contact]
[Title of Contractor Contact]
[FULL LEGAL NAME OF
CONTRACTOR]

Portland, OR 97211
503.281.5675
503.281.0392 (fax)
[Email@mcdd.org]

[Contractor Address]
[Contractor City, ST, Zip]
[Contractor Phone]
[Contractor Fax]
[Email@xxx.xxx]

Informal communications pertaining to an individual Contract should be sent solely to the point of contact listed in the Contract Task Order.

The party giving notice will provide notice in writing, dated and signed by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:

1. If notice is given by personal delivery, it is deemed delivered on the day of delivery.
2. If notice is given by overnight delivery service, it is deemed delivered one day after the date deposited, as indicated by the delivery service.
3. If notice is given by United States mail, it is deemed delivered three days after the date deposited as indicated by the postmarked date.
4. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.

37. Applicability of Terms. As used in Sections 5, 9, 11, and 18 of this Agreement, and as used in Exhibit 1 to this Agreement, the term “DISTRICT” refers to the DISTRICT issuing a Task Order and creating an individual Contract, the terms of which those Articles and Exhibit 1 are a part. The liabilities and obligations of a DISTRICT under a Contract do not extend to any DISTRICT that is not a party to that Contract.

38. Rule of Construction. The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Agreement.

39. Additional Workers' Compensation Requirements. Contractor has verified that agents, individuals, or business entities who are providing labor or services as independent contractors for Contractor under this Agreement are in compliance with Oregon workers' compensation requirements and have obtained such insurance if required. This requirement remains in place for the duration of the Agreement. Upon request of any DISTRICT, Contractor will provide satisfactory proof of these other persons' or entities' compliance with Oregon workers' compensation requirements.

CONTRACTOR DATA AND SIGNATURE

Business Name: **[FULL LEGAL NAME OF CONTRACTOR]**

Business Address:

Contractor Phone:

Contractor Email Address:

Federal Tax ID# or Social Security No.:

Oregon Business License # (if applicable):

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership

Corporation-for profit Corporation-non-profit

[Other - Please Define]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Agreement including the attached Exhibits. I certify that I have the authority to sign and enter into this Agreement. I understand this Agreement and agree to be bound by its terms.

Signature

Title

Name (please print)

Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

[Districts signatures follow on next page]

DISTRICTS

Multnomah County Drainage District No. 1

Signature

Printed Name

Title

Date of Signature

Peninsula Drainage District No. 1

Signature

Printed Name

Title

Date of Signature

**Columbia Corridor Drainage Districts
Joint Contracting Authority**

Signature

Printed Name

Title

Date of Signature

Peninsula Drainage District No. 2

Signature

Printed Name

Title

Date of Signature

Sandy Drainage Improvement Company

Signature

Printed Name

Title

Date of Signature

**Urban Flood Safety and Water Quality
District**

Signature

Printed Name

Title

Date of Signature

EXHIBIT 1
Personal Services Price Agreement
STATEMENT OF WORK, COMPENSATION, and INVOICING REQUIREMENTS

1. **Statement of Work: Contractor shall perform the following services (the “Services”) as authorized by DISTRICT(s) in a Task Order:**

Pull from RFP or “See Contractor’s Proposal, Attachment A to this Exhibit 1” or “As described in Exhibit 6 “Contractor’s Proposal”.

2. **Compensation: All payments to Contractor are subject to the following limitations:**

- a. Amounts charged by Contractor to DISTRICT, including rates and expenses, must be in accordance with Exhibit 5.
- b. Mark-up of subcontractors may not exceed [insert].
- c. Mark-up on expenses may not exceed [insert].

3. **Invoicing Requirements:** Contractor will invoice the DISTRICT in accordance with Agreement Section 11(a) and as detailed below:

- a. Contractor may send invoices to DISTRICT by email or by mail, but not both.
 - 1. If sent by email, Contractor shall email invoices to invoices@mcdcd.org and carbon copy to name listed on Task Order as DISTRICT’s Point of Contact.
 - 2. If sent by mail, Contractor shall send to DISTRICT listed in the Task Order, with the address in the following format:

"DISTRICT NAME
c/o [Name of Point of Contact on Task Order]
1880 NE Elrod Drive
Portland, OR 97211"
- b. All invoices must include at a minimum:
 - 1. DISTRICT name and address as shown above.
 - 2. The Agreement Number and Task Order Number.
 - 3. The period of Services performed and being invoiced.
 - 4. A description of the Services performed during the period.
 - 5. The total amount due per invoice.
 - 6. Prior billing.
 - 7. The rates and hours worked by each job classification during the period.
 - 8. Pre-approved expenses and necessary documentation. Expenses that are not pre-approved may, in DISTRICT’s sole discretion, not be paid.
 - 9. A clear indication whether an invoice is a final invoice for the Contract.
- c. DISTRICT will pay all invoices approved by the DISTRICT within 30 days of DISTRICT’s receipt of an invoice. Within 14 days of receipt of an invoice from Contractor, DISTRICT will notify Contractor if the invoice will not be approved

because it requires revisions to comply with this Section 3. If required to be revised, the DISTRICT will again have 14 days from receipt of the revised invoice to notify the Contractor that the invoice requires revisions to comply with Section 3. DISTRICT will pay approved, re-submitted invoices with 30 days of receipt.

**The DISTRICT shall have the right to withhold from payments due Contractor such sums as are necessary in the DISTRICT's sole opinion to protect the DISTRICT from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of this Agreement or failure to make proper payment to suppliers or subcontractors.

**ATTACHMENT B
PROPOSER CERTIFICATIONS AND REPRESENTATIONS**

**ON-CALL STRATEGIC COMMUNICATIONS, PUBLIC OPINION RESEARCH &
ENGAGEMENT RELATED SERVICES PROPOSAL FORM**

Legal Name of Proposer: _____

Mailing Address: _____

The proposer certifies and agrees:

- The proposer has read and understands the Specifications, Addenda, Contract and all other documents pertaining to this solicitation.
- The proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment, as well as, the technical and financial ability necessary to complete and execute all services in a sound and suitable manner for the use specified and intended.
- The proposer agrees to execute a contract in substantially the same form as Attachment A within ten (10) days from date of Notice of Intent to Award.
- The proposer acknowledges that the signer on this Proposal is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
- The proposer will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO RFP DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1 2 3 4 5 6

Date if not applicable or no addenda were received: _____

The proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, 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 in awarding a subcontract.

As required by ORS 279B.045, the proposer represents and warrants that the proposer has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The proposer and any consultants listed on BOLI's List of Ineligibles will be rejected.

Respectfully submitted this _____ day of _____ 2021.

Authorized Signature: _____

Authorized Title: _____

Authorized Name (Print): _____

Date: _____

Phone: _____

Fax: _____

ATTACHMENT C

PROPOSER RESIDENCY INFORMATION

ORS 279A.120 states, "For the purposes of awarding a public contract, a contracting agency shall":

- a. Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and
- b. Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above.

- a. Bidder is a (check one): RESIDENT Bidder NON-RESIDENT Bidder
- b. If resident Bidder, enter your Oregon business address: (physical and mailing address):

- c. If a non-resident Bidder, enter state of residency: _____
- d. If a non-resident Bidder, do you or your company receive, or are you or your company eligible for any preference in award of contracts with your state's government or with other governmental bodies in your state?

CHECK ONE: YES NO

If YES, state the preference percentage: _____%

If YES, but not a percentage of bid price, describe the preference:

If YES, state the law or regulation that allows the preference described (legal citation):

ATTACHMENT D

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

(NOTE: Consultant Must Complete A or B below. For purposes of this Attachment D, "Consultant" refers to awarded proposer)

A. CONSULTANT IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP

I certify under penalty of perjury that Consultant is a [check one]: <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership authorized to do business in the State of Oregon.		
_____ Authorized Signature	_____ Title	_____ Date

B. CONSULTANT IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

Consultant certifies under penalty of perjury that the following statements are true:		
1. If Consultant is providing labor or services under this Contract for which registration is required under ORS Chapter 671, Consultant has registered as required by law, <u>and</u>		
2. If Consultant performed labor or services as an independent contractor last year, Consultant filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <u>and</u>		
3. Consultant represents to the public that the labor or services Consultant provides are provided by an independently established business, <u>and</u>		
4. All of the statements checked below are true.		
NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.		
<input type="checkbox"/> A.	The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.	
<input type="checkbox"/> B.	I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.	
<input type="checkbox"/> C.	My business telephone listing is separate from my personal residence telephone listing.	
<input type="checkbox"/> D.	I perform labor or services only underwritten by contracts.	
<input type="checkbox"/> E.	Each year I perform labor or services for at least two different persons or entities.	
<input type="checkbox"/> F.	I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.	
_____ Authorized Signature	_____ Title	_____ Date

ATTACHMENT E
INSURANCE REQUIREMENTS

Proposer must maintain the insurance described below:

1. **Commercial General Liability.** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage.
2. **Commercial Automobile Liability.** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation Liability.** Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Proposer must have this insurance unless exempt under ORS 656.027 (See Attachment F). If proposer does not have coverage and claims to be exempt, attach Attachment F in lieu of Certificate.
4. **Umbrella Liability.** \$1,000,000 per occurrence.
5. **Professional Liability.** \$1,000,000 per claim and \$1,000,000 aggregate limits subject to no more than \$10,000 per claim deductible.

Insurance shall be placed with insurers admitted in Oregon with a current A.M. Best's rating and FSC no lower than A-VII.

Liability insurance policies for selected proposers will include the District, Drainage Districts (as applicable), and their officers, employees, agents, successors, and assigns as additional insureds. The policy endorsement must extend premise operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 2010 (11/85), a CG 2037 (07/04) together with CG 2033 (07/04), or the equivalent; but will not use the following forms: CG 20 10 (10 93) or CG 20 10 (03 94).

Certificates of insurance will be required as part of the final contract. The District reserves the right to require additional insurance coverage, or waive certain insurance requirements, under any contract awarded under this RFP.

ATTACHMENT F

WORKERS COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Consultant claims to be exempt from Workers' Compensation coverage requirements. For purposes of this Attachment F, "Consultant" refers to awarded proposer.)

Consultant is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Consultant is a sole proprietor, and
- Consultant has no employees, and
- Consultant will not hire employees to perform this Contract.

CORPORATION - FOR PROFIT

- Consultant's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All services will be performed by the officers and directors; Consultant will not hire other employees to perform this Contract.

CORPORATION - NONPROFIT

- Consultant's business is incorporated as a nonprofit corporation, and
- Consultant has no employees; all work is performed by volunteers, and
- Consultant will not hire employees to perform this Contract.

PARTNERSHIP

- Consultant is a partnership, and
- Consultant has no employees, and
- All services will be performed by the partners; Consultant will not hire employees to perform this Agreement, and
- Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

LIMITED LIABILITY COMPANY

- Consultant is a limited liability company, and
- Consultant has no employees, and
- All services will be performed by the members; Consultant will not hire employees to perform this Agreement, and
- If Consultant has more than one member, Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

Consultant remains liable for compliance with Oregon workers' compensation requirements and to obtain such insurance if circumstances change in the nature and manner of its relationship with the individual or business entity that provide labor or services to Consultant, or if the Oregon Workers' Compensation Division or another regulatory agency determines that the individual or business entity who provide labor or services to Consultant is not an independent contractor. In such case, Consultant will promptly obtain and provide proof of workers' compensation coverage.

Consultant has verified that agents, individuals, or business entities who are providing labor or services as independent contractors for Consultant under this Agreement are in compliance with Oregon workers' compensation requirements and have obtained such insurance if required. This requirement remains in place for the duration of the Agreement. Upon request of the District, Consultant will provide satisfactory proof of these other persons' or entities' compliance with Oregon workers' compensation requirements.

**NOTE: Under OAR 436-50-050, a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.*

***NOTE: Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.*

Authorized Printed Name

Authorized Signature

Authorized Title

Date

ATTACHMENT G
AFFIDAVIT OF NON-COLLUSION

STATE OF OREGON

County of _____

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners,
directors, and officers.

I state that:

- (1) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (2) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (3) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Multnomah County Drainage District in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Multnomah County Drainage District of the true facts relating to the submission of proposals for this RFP.

Authorized Printed Name

Authorized Signature

Authorized Title

Date

**ATTACHMENT H
REFERENCES**

ITEM	Reference 1	Reference 2
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		
ITEM	Reference 3	Reference 4
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		
ITEM	Reference 5	Reference 6
A. Name		
B. Business or Employer		
C. Telephone	()	()
D. E-Mail Address		

Has your company ever been declared in breach of any contract for unperformed or negligent services?
 Yes No

If YES, explain. _____

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? Yes No

If YES, explain. _____

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? Yes No

If YES, explain. _____

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws? Yes No

If YES, explain. _____

Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a contract? Yes No

If YES, explain. _____

ATTACHMENT I FEE STRUCTURE and RATES

On-Call Communications, Public Opinion Research & Engagement Related Services RFP

Vendor Name: _____

Service Type	Proposed Amount	Time Rates (Hourly, Daily, etc.)	Additional Details (attach extra pages if needed)
A. Strategic Communications			
Account Management			
Communications strategy planning and consultation			
Website programming and maintenance			
Digital content creation			
Art direction, graphic design, and other creative services			
Other -			
Markup % on Subcontractors			
Markup % on Expenses			
B. Public Opinion Research			
Account Management			
Survey development, data collection, analysis			
Qualitative research design, recruitment, and execution			
Development and delivery of recommendations			
Other -			
Markup % on Subcontractors			
Markup % on Expenses			
C. Community and Stakeholder Engagement, Process Design, and Facilitation Services			
Account Management			
Engagement and outreach planning and consultation			
Developing materials and preparing for activities/meetings			
Meeting planning and facilitation			
Other -			
Markup % on Subcontractors			
Markup % on Expenses			