



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 13, 2023

BCC Agenda Date/Item: _____

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an On-Call Contract with DKS Associates for Traffic Engineering Services. Total contract value is \$150,000 for 2.25 years. Funding is through the County Road Fund. No County General Funds are involved.

Previous Board Action/Review	4/11/23: Discussion item at issues		
Performance Clackamas	The work done under this contract will contribute to building a strong infrastructure, and ensuring safe, healthy and secure communities		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Christian Snuffin	Contact Phone	503.742.4716

EXECUTIVE SUMMARY: The County issued a request for proposals (RFP) for the purpose of selecting two traffic engineering consultants to act as “on-call” independent contractors to perform the type and scope of work listed below as requested by the Department of Transportation and Development’s Traffic Safety Division. The contracts are valued at \$50,000 per year for three consecutive fiscal years (\$150,000 total), beginning in the current fiscal year, and will expire on 06/30/25.

The two selected engineering consulting firms will assist with various County traffic related matters, including development review, traffic safety investigations, signing and striping design and review, traffic signal design, traffic signal timing, ITS design (speed feedback signs, queue warning systems, weather systems, networking), and data analysis.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on December 8, 2022, through RFP 2022-110. Proposals were publicly opened on January 18, 2023. The County received four (4) Proposals in response to the RFP from Kittelson & Associates, DKS Associates, Fehr & Peers and Lancaster Mobley. After review of the Proposals, contracting with DKS Associates, as one of the two selected traffic consultants, was determined to be in the best interest of the county based upon the scoring criteria outlined in the RFP.

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RECOMMENDATION: Staff respectfully recommends that the Board approve and sign this contract with DKS Associates for On-Call Traffic Engineering Services.

Respectfully Submitted,

Dan Johnson

Dan Johnson
Director of Transportation and Development



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #7703**

This Personal Services Contract (this “Contract”) is entered into between **DKS Associates, Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Department of Transportation and Development.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2025**.
- 2. Scope of Work.** Contractor will provide on-call traffic engineering services, further described in the Request for Proposals 2022-110 attached and incorporated by reference herein as “**Exhibit A**,” and Contractor’s Proposal, attached and incorporated by reference herein as “**Exhibit B**”.

This Contract is on an “on-call” or “as-needed basis” for Work. Upon notification from the County, a scope for specific work will be mutually developed with the Contractor for work to be delivered, an estimated time for delivery, fee basis (either fixed or time and material), and a not-to-exceed price. 0A task order to this Contract must be issued by the County before any such work may begin, which shall incorporate by reference all applicable provisions of this Contract. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

In order to initiate services under this Contract, the County will negotiate an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The County Contract administrator for this Contract is Christian Snuffin. For each authorized County Task Order, a project specific district representative shall be identified for coordination of the work.

- 3. Consideration.** The County agrees to compensate the Contractor on a time and material basis as detailed in this Contract. The maximum annual compensation authorized under this Contract shall not exceed **Fifty Thousand Dollars (\$50,000.00)** and the total Contract compensation shall not exceed **One Hundred Fifty Thousand Dollars (\$150,000.00)**. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor.

Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Christian Snuffin at CSnuffin@clackamas.us

5. Travel and Other Expense. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Scott Mansur Phone: 503-602-9575 Email: SMM@dksassociates.com	County Administrator: Christian Snuffin Phone: 503-680-5623 Email: CSnuffin@Clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be

qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract 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 the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all

documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

29. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

DKS Associates, Inc.



03/16/2023

Authorized Signature

Date

Scott Mansur, Principal

Name / Title (Printed)

221955-80

Oregon Business Registry #

FBC/California

Entity Type / State of Formation

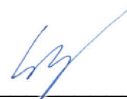
Clackamas County

Chair

Date

Recording Secretary

APPROVED AS TO FORM



03/20/2023

County Counsel

EXHIBIT A
RFP#2022-110
On-Call Traffic Engineering Services
Issued December 8, 2022



REQUEST FOR PROPOSALS #2022-110

FOR

ON-CALL TRAFFIC ENGINEERING SERVICES

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner

Gary Schmidt
County Administrator

Tralee Whitley
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: **January 18, 2023**

TIME: **2:00 PM, Pacific Time**

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	December 8, 2022
Protest of Specifications Deadline.....	December 15, 2022, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	January 11, 2023, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	January 18, 2023, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, January 18, 2023** (“Closing”), to provide On-Call Traffic Engineering Services. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00005137.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at TWhitley@clackamas.us

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

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

SECTION 2 INSTRUCTIONS TO PROPOSERS

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

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

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

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

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

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

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

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide On-Call Traffic Engineering Services with Clackamas County's Department of Transportation and Development's Transportation Maintenance Division for traffic engineering consulting firms to assist with various County traffic related matters, including development review, traffic safety investigations, signing and striping design and review, traffic signal design, traffic signal timing, ITS design (speed feedback signs, queue warning systems, weather systems, networking), and data analysis.

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

3.2 BACKGROUND

The Clackamas County Department of Transportation and Development (DTD) Traffic Safety Division is seeking the services of qualified consultants to provide traffic engineering services for a variety of projects related to transportation engineering. This Request for Proposals (RFP) has been issued for the purpose of selecting multiple traffic engineering consultants to act as "on-call" independent contractors to perform the type and scope of work listed below as requested by the County.

From time to time, similar work not specifically related to County roadways may be required. If a project falls into this category, an initial investigation will be performed. After the initial investigation, the Contractor(s) and the County will develop a scope of work and contract for the completion of that project.

This Request for Proposals is being advertised for the purpose of selecting multiple traffic engineering consultants to act as "on-call" independent contractors to perform the type and scope of work listed below as requested by the County.

3.3. SCOPE OF WORK

3.3.1. Scope:

The County's intent is to enter into multiple on-call contracts for this type of work. Work orders for specific tasks, analysis to be completed, and expected end product will be prepared. The selected on-call firms will be asked to perform the work on a rotational basis; if a firm is unable to perform initial investigations in the time required by the County, the next firm on the list will be contacted. The maximum dollar amount of work is not anticipated to exceed \$50,000 per year with the maximum amount per contract not to exceed \$150,000.

The successful consultants will be required to provide a variety of traffic engineering work which may include but not be limited to:

1. Review of land use development applications with respect to the transportation system and evaluation of traffic studies and development of recommended conditions of approval in conformance with State and County standards and ordinances.
2. Traffic engineering investigations which may involve vehicle and traffic count research, research of complaints, field visits to measure roadway elements, preparation of assessments and recommendations related to various traffic engineering investigation, and contact with citizens.

3. ITS engineering work including traffic signal timing analysis; corridor signal timing strategies; timing plan development and implementation using MaxTime and Voyage signal control software; analysis of communications systems including, but not limited to, fiber optic and traffic device communications interface.
4. Traffic engineering design including traffic signal design, vehicle detection design, preliminary roundabout design and roundabout peer review, signing and pavement marking plans, work zone traffic control plans, and use of Context Sensitive Solutions (CSS).
5. Traffic safety investigations including analysis of safety data, field visits and measurements, preparation of correspondence summarizing the results of field investigation and recommendations for improvements.

Successful consultants will be working with a diverse team including traffic engineers, traffic technicians, civil engineers, traffic signal maintenance, and traffic maintenance personnel.

On-Call Contract

The resulting Contract will be an “on-call” or “as-needed basis” for Work. Contractor agrees to perform the work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules and is approved by the County, in writing, to receive the work under the resulting contract.

When the County wishes Contractor to perform the Work, the Contractor shall provide a completed quote to the department representative, then the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation. Contractor may not perform Work until the County Task Order form has been fully executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of the resulting Contract until the completion or expiration of the authorized task. No task order shall modify or amend the terms and conditions of the resulting Contract.

The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work. The County intends to award multiple contracts resulting from this RFP.

3.3.2. Term of Contract:

The term of the contract shall be from the effective date through June 30, 2023 with the option for two (2) additional one (1) year renewals thereafter subject to the mutual agreement of the parties.

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

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

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

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

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

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
1. Company Qualifications	0 - 15
2. Project Team Capabilities	0 - 30
3. Project Understanding & Approach	0 - 30
4. Communications & Availability	0 - 15
5. Rates	0 - 10
Available Points	0-100

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

SECTION 5 PROPOSAL CONTENTS

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

5.1.1. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

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

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

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

5.2. Company Qualifications:

Provide a general overview of the firm including size of staff, location of closest office to Clackamas County, background of company, etc. Include the name of the individual(s) authorized to represent the consultant in negotiating and signing any contract that may result. Provide any additional supportive information that will illustrate the company's qualifications.

5.3. Project Team Capabilities

1. Detail the qualifications, experience and project responsibilities of the consultant, key professional staff, and any sub-consultants and affiliates the firm may use on various tasks during the performance of the contract. Provide a list and point of contact for any sub-contractors that may be utilized.
2. The proposer must have the ability to utilize all current traffic engineering analysis software including Synchro, SimTraffic and VISSIM. In addition, the proposer should have familiarity with Voyage and MaxTime signal control software. Provide a statement that the project team has these capabilities. Samples may be included.
3. Provide summaries of similar work on projects within the past three years that best characterize work quality and cost control (include references for County contact: name and telephone number).
4. Provide experience with local, state and federal agencies.
5. Resumes and licenses may be included as supportive information. Staff assigned to any projects based upon this solicitation must have a thorough understanding of traffic engineering and ITS standards and practices from a Federal, State and local perspective. Provide enough documentation to demonstrate key staff members' traffic engineering knowledge along with professional licenses held.

5.4. Project Understanding and Approach

1. Detail the project team's understanding of the required duties and the methodology and course of action used to meet the goals and objectives for a successful project.

2. Detail project team's technical expertise and awareness of key issues. Show awareness of project requirements to produce the necessary project deliverables on schedule and within budget.
3. Detail the firm's experience and knowledge of the area, transportation issues, etc.

5.5. Communication and Availability

1. Qualified contractors must be accessible by the County project managers and available for project work, meetings, and other interaction with the County. Specify resources available to perform the work for the duration of the contract.
2. Qualified contractor must have the ability to establish and maintain functional and productive working relationships. Provide references to support these criteria.

5.6 Fees

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.7. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2022-110

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

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____
Signature: _____ Title: _____
Email: _____ Telephone: _____
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

EXHIBIT B
VENDOR'S PROPOSAL

DKS

JANUARY 18
2023

**REQUEST FOR
PROPOSALS**
#2022-110

**ON-CALL TRAFFIC
ENGINEERING
SERVICES**



5.2 COMPANY QUALIFICATIONS

FIRM OVERVIEW

Founded in 1979, DKS provides specialized transportation planning, design, and engineering services for public and private clients along the west coast and Texas. With over 40 years of experience, we use technology and innovation to advance integrated, functional, and implementable solutions that meet the transportation challenges our cities are facing. We work with clients and communities to enhance mobility by providing quality planning, design, and operations services in order to build safer and more efficient communities.

DKS is an "S" Corporation and a private company. We focus on ensuring that our transportation systems serve all members of the community, including those who walk, bike, take transit, drive, or transport goods. We are 100% employee-owned and committed to shaping a smarter transportation experience.

DKS has the technical expertise and knowledge to perform all Traffic Engineering services specifically mentioned in the RFQ including but not limited to Development Review, ITS Engineering, Traffic Signal Timing, Traffic Engineering Design, and Traffic Safety Investigations.



DKS PRACTICE AREAS



TRANSPORTATION ENGINEERING



SAFE MOBILITY



TRANSIT



SMART MOBILITY



ACTIVE TRANSPORTATION



TRANSPORTATION PLANNING



TRANSPORTATION TECHNOLOGY



FREIGHT

Planning / Analysis

- TRAFFIC IMPACT STUDIES
- SAFETY STUDIES
- COMMUNITY ENGAGEMENT
- LONG-RANGE MASTER PLANS
- CORRIDOR PLANS
- MULTI-MODAL STUDIES
- FORECASTING AND MODELING
- TRAFFIC ANALYSIS

Traffic Design

- PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E):
- TRAFFIC SIGNALS
- SIGNING/PAVEMENT MARKINGS AND PATHWAY
- ROADWAY LIGHTING
- TRANSPORTATION COMMUNICATIONS
- TEMPORARY TRAFFIC CONTROL

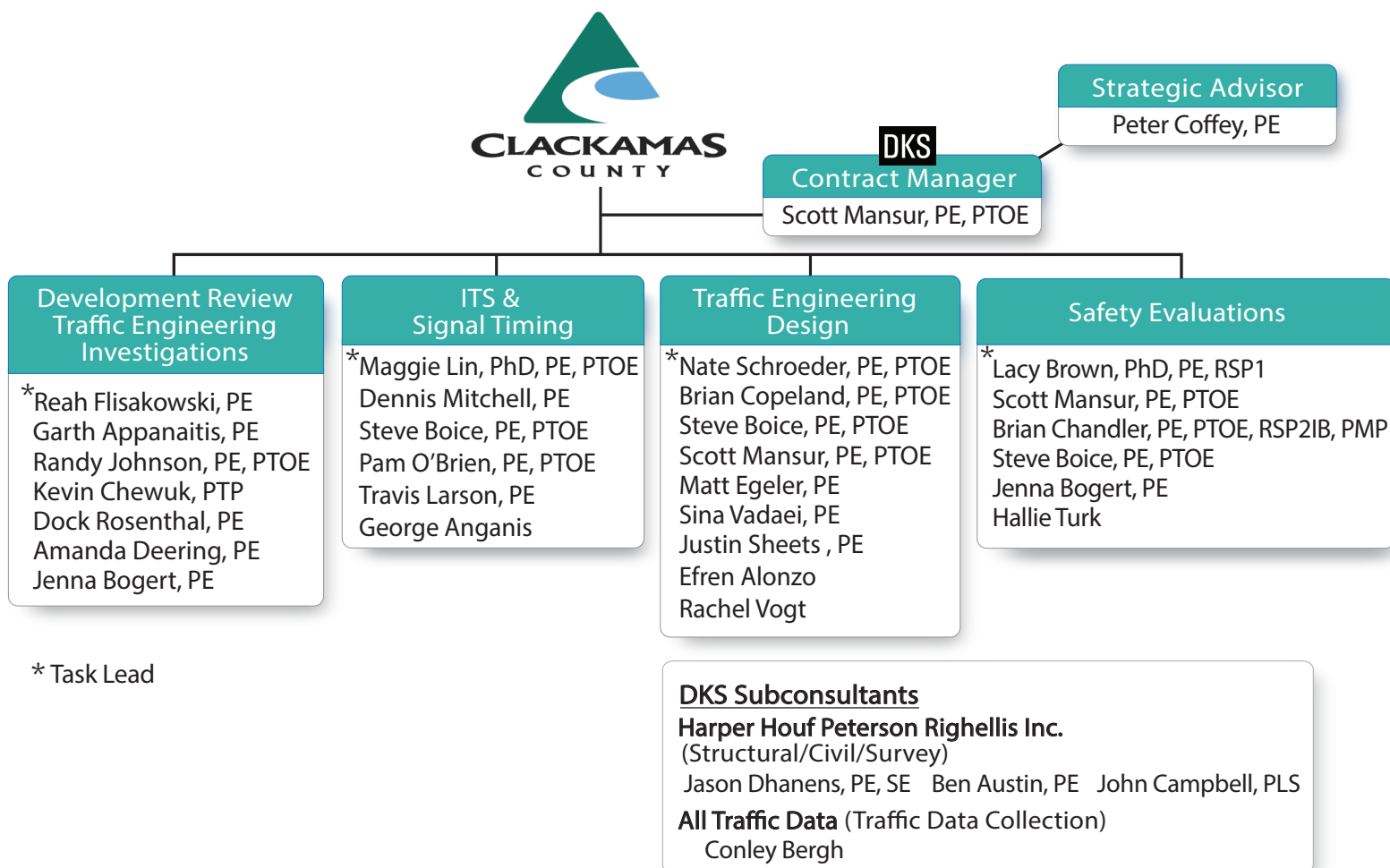
Operations / Technology

- SYSTEM OPTIMIZATION
- TRAFFIC SIGNAL TIMING
- SYSTEMS ENGINEERING
- INTELLIGENT TRANSPORTATION SYSTEMS (ITS) /TRANSPORTATION SYSTEMS MANAGEMENT AND OPERATIONS (TSMO) PLANNING
- TECHNOLOGY APPLICATIONS

5.3 PROJECT TEAM CAPABILITIES

1. QUALIFICATIONS, EXPERIENCE, RESPONSIBILITIES OF PROJECT TEAM KEY PERSONNEL

For over 28 years, DKS and its subconsultants have successfully worked together on transportation projects in Clackamas County. Our knowledge and familiarity with the County’s procedures and standards as well as ODOT and federal procedures enables the DKS team to routinely deliver projects effectively and efficiently. The DKS team listed in the organization chart below has the expertise necessary to complete all assignments that result from this contract. Our key staff is shown in the organizational chart below and short resumes of task leaders begin on page 10.



DKS has included Harper Houf Peterson Righellis Inc. (HHPR) and All Traffic Data to support our team and enable us to provide additional services as required. Collectively, these firms have the expertise and depth required to develop and implement designs that meet county, state and federal requirements in a cost-effective and timely manner. HHPR will provide structural, civil engineering and survey support. HHPR is a firm of senior-level civil engineers, planners, technicians, and surveyors with design, technical, and management experience. DKS and HHPR have formed a close working relationship, completing projects together for over 26 years.

KEY PERSONNEL: Scott Mansur, PE, PTOE, is a DKS principal and will serve as the contract manager providing oversight for all work orders assigned under this contract. A DKS task lead has been assigned to each type of work expected under this contract. Depending on the services needed, Scott will work with the County to determine the appropriate DKS task manager to negotiate work orders, outline the proposed scope of work, and develop a budget and schedule. The DKS task manager will work closely with County staff to determine the extent and nature of the task and commit the resources required to meet the County’s needs. All of our task leads, listed in the table to the right, have worked for DKS for over 11 years.

Through years of working with Clackamas County, DKS has acquired an extensive understanding of the County's unique land use patterns and transportation issues and needs. We are familiar with the County development code and design standards and will ensure that transportation analysis and transportation facility designs abide by them.

DKS PROJECT KEY STAFF MATRIX					
	Scott Mansur, PE, PTOE Contract Manager	Reah Flisakowski, PE Development Review/Traffic Investigations Lead	Lacy Brown, PhD, PE, RSPJ Safety Evaluations Lead	Nate Schroeder, PE, PTOE Traffic Engineering Design Lead	Maggie Lin, PhD, TE ITS Signal Timing Lead
Years of Experience	24	26	11	17	11
Office Location	SAL	PDX	SAL	PDX	PDX
Development Review	●	●	●		
ITS Engineering	●			●	●
Traffic Signal Timing	●			●	●
Traffic Engineering Design	●			●	●
Traffic Safety Investigations	●	●	●		
Clackamas County Experience	●	●	●	●	●

Staff Locations: PDX - Portland, OR | SAL - Salem OR

2. TRANSPORTATION ENGINEERING SOFTWARE: DKS staff members are experts in using state-of-the-art traffic engineering analysis software, including illustrated in the chart below.

SOFTWARE USED BY DKS	
WORK TYPE	SOFTWARE
Travel Demand Modeling	EMME/2, Visum, Cube, TransCAD, Dynameq
Traffic Simulation	Synchro/SimTraffic, Vissim
Capacity Analysis	HCS, Vistro, Synchro, aaSIDRA
GIS	ESRI, ArcMap
Project Design	AutoCAD, MicroStation current editions (V8i), Civil3D, AGI, TORUS, GuideSIGN, AutoTURN, PowerDraft, Projectwise
Signal Timing	NWS Voyage, TransSuite, MaxTime, MaxView, Trafficware, ATMS.now, Synchro/SimTraffic
Project Management	Basecamp, Deltek, Evernote, Google Drive, MS Project
Portable Document Format	Adobe Acrobat, Bluebeam Revu (Standard & CAD)
Word Processing	Office 365
Spreadsheet	Office 365
Virtual Meetings	Microsoft Teams, Google Meeting, GoToMeeting, Mural, MySidewalk
Graphics	Corel Draw, Visio, InDesign, Illustrator
Printing Capabilities	Drawing prints 22” x 34” #20 bond, As-builts 22” x 34” mylar and vellum

3 & 4. SIMILAR PROJECT EXPERIENCE

This section highlights projects that DKS has completed in the last three years that are directly related to the services requested in the RFP. Full descriptions of selected projects are located on the following pages. The majority of these projects have involved work with Clackamas County, ODOT, or other local state, and federal agencies.

DKS Projects	Development Review Traffic Engineering Investigations,	ITS & Signal Timing	Traffic Engineering Design	Safety Evaluations
City of Happy Valley On-Call Traffic Engineering	●	●	●	●
City of Wilsonville On-Call Traffic Engineering	●		●	●
City of Canby On-Call Traffic Engineering Services	●		●	
City of Oregon On-Call Traffic Engineering Services	●		●	
City of Sandy On-Call Traffic Engineering Services	●			●
Clackamas County Regional Freight ITS		●		
Washington County Rural ITS Design		●		
Clackamas County ITS Update		●		
PBOT N/NE Columbia Blvd ITS		●		
ODOT ATC Controller Upgrades		●		
Clackamas County ATC Controller Programming		●		
Advanced Traffic Controller OR 99E & Tualatin Valley Hwy		●		
Lake Oswego Boones Ferry Road Signal Timing		●	●	
Clackamas Regional Center (CRC) Mobility Improvements		●	●	
FHWA Applying TSMO/ITS to Rural Areas		●		
FHWA Integration of Traffic Signal, ATDM, and ICM Strategies		●		
Clackamas County ARTS Systemic Safety Design			●	●
Clackamas County Rural Curve Design			●	
Clackamas County Childs Rd Design			●	
Clackamas County Speed Feedback Design			●	
Clackamas County Jennings Ave Bike/Ped Improvements			●	
Clackamas County Linwood Avenue Improvements			●	
ODOT OR211 Road Safety Audit				●
Redland Road Safety Audit			●	●
ARTS Statewide Consultant Support			●	●
Salem Pedestrian Safety Study				●

DEVELOPMENT REVIEW PROJECTS

WILSONVILLE ON-CALL TRAFFIC ENGINEERING/PLANNING SERVICES, OR

For the past 30 years, DKS has provided the City of Wilsonville with traffic engineering and transportation planning services on an on-call basis. DKS has prepared over 200 transportation impact studies and various other tasks, such as capacity analysis, turn-lane needs, traffic signal design, lighting design, traffic signal optimization, fiber optic communication design, temporary traffic control, signing and striping design, and bicycle and pedestrian master planning.

HAPPY VALLEY ON-CALL TRAFFIC ENGINEERING SERVICES

DKS has served as the on-call transportation engineering firm for the City of Happy Valley since 2003. The majority of the work completed under this contract includes development application and site plan review.

Based on the City's needs, DKS staff members attend development pre-application meetings, provide traffic impact study scope requirements, review traffic impact analysis, recommend transportation conditions of approval and attend public hearings/roadway construction details.

PROJECT DETAILS

Services Provided: Various On-Call Task Orders

Completed: 1992- Present

DKS Fee: Task orders up to \$200,000

Key Staff: Scott Mansur, Jenna Bogert

Reference: Amy Pepper, PE, Development Engineering Manager at City of Wilsonville
P: (503) 570-1566
E: apepper@ci.wilsonville.or.us

PROJECT DETAILS

Services Provided: Various On-Call Task Orders

Completed: 2003 - Present

DKS Fee: Task orders up to \$940,000

Key Staff: Reah Flisakowski (Contract Manager)

Reference: Michael Walter, Economic & Community Development Director at Happy Valley
P: (503) 783-3839
E: michaelw@ci.happy-valley.or.us



ITS ENGINEERING PROJECTS

CLACKAMAS COUNTY FREIGHT ITS, OR

The goal of the Clackamas County Regional Freight ITS project was to improve the reliability and safety for freight vehicles within the Clackamas and Wilsonville Industrial Areas of Clackamas County, focusing primarily to improve surface street travel time (first and last mile). The project supported the previous planning phase completed in August 2018 and delivered vital ITS system components. Understanding where current ITS devices were located created a platform on which to build new ITS strategies and helped identify system gaps.

DKS provided the final PS&E package, which included advance detection for trucks, signal controller upgrades, and CCTV cameras. The PS&E package included the use of traditional plans, tables, and typical details to effectively communicate design details in an economic way. DKS also provided signal timing conversions to accommodate the signal controller upgrades included as part of the project. 13 of the traffic signals under the jurisdiction of Oregon DOT needed to be upgraded from Voyage to MaxTime signal controllers, and DKS led the task to convert existing signal timing into MaxTime databases for those signals. DKS is currently leading the Construction Engineering support for the project, including responding to RFIs, reviewing materials submittals, and providing inspection services.

PBOT N/NE COLUMBIA BLVD ITS, OR

The project expanded several existing ITS systems including Bluetooth travel time monitoring, CCTV cameras, truck signal priority, system and bike detectors, fiber installation, and traffic signal controller upgrades along N/NE Columbia Boulevard. DKS created a concept of operations, prepare plans, specifications, and estimates for installation of fiber communications infrastructure, updated signal controllers, travel time measurement devices, truck detection for signal priority, and monitoring cameras. DKS coordinated the right of way and utility certification processes, and assisted the city through ODOT's PS&E process.

PROJECT DETAILS	
Services Provided:	ITS Design, Systems Engineering, Signal Timing Conversions
Completed:	12/2023 (estimated)
DKS Fee:	\$364,000
Key Staff:	Nate Schroeder, Maggie Lin
Reference:	Carl Olson, Engineering Associate at Clackamas County P: (503) 453-2538 E: colson@clackamas.us

PROJECT DETAILS	
Services Provided:	ITS, Systems Engineering, Fiber Optic Design
Completed:	2020
DKS Fee:	\$247,763
Key Staff:	Dennis Mitchell, Steve Boice, Maggie Lin
Reference:	Alison Tanaka, PE, Senior Engineering Associate at PBOT P: (503) 823-5015 E: Alison.tanaka@portlandoregon.gov



Location of ITS devices along Columbia Blvd

TRAFFIC SIGNAL TIMING PROJECTS

ADVANCED TRAFFIC CONTROLLER OR 99E & TUALATIN VALLEY HWY, OR

DKS is helping ODOT Region 1 convert 105 signals from 2070 controllers operating NWS Voyage to ATC controllers operating Q-Free MaxTime. DKS is converting the traffic signal databases and delivering the files to ODOT in batches of 10 signals. This process has proven to be efficient and effective as it allows ODOT to review and provide feedback, which is incorporated in future batches. DKS developed a robust internal process to train 6 staff to convert databases, established a thorough QC procedure, and is continuously working with ODOT to determine the best way to convert non-traditional timings.

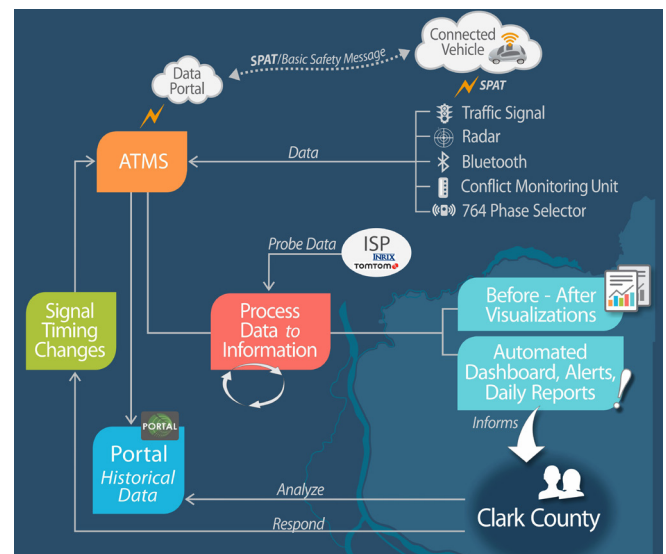
CLARK COUNTY SIGNAL TIMING, EVALUATION, VERIFICATION AND ENHANCEMENT (STEVE) PHASE 1, WA

DKS worked with Clark County, WSDOT, and a team of engineers, planners, university researchers, and visualization specialists to determine the arterial performance monitoring requirements for Clark County. The project involved signal timing, ITS design, 4 WSDOT signal modification upgrades, and temp traffic control plans.

DKS developed a ConOps, defined the specific operations objectives and corridor needs in a corridor atlas, developed a framework for producing key performance measures, and sample visualizations that will be used for future automation. DKS developed a performance measure framework and work plan that guides the planned development of a performance management system that the County plans to do as part of Phase 2. In addition, DKS developed and implemented new coordinated signal timing along five key corridors, created a benefits report template, and measured the before/after operations using the performance measures system.

PROJECT DETAILS	
Services Provided:	Signal Modifications/Timing, ITS design/Evaluation/System Planning
Completed:	6/2023 (estimated)
DKS Fee:	\$204,728
Key Staff:	Pam O'Brien, Maggie Lin
Reference:	Johnathan Horowitz, ODOT Region 1 Engineer P: (503) 731-3015 E; Jonathan.P.HOROWITZ@odot.oregon.gov

PROJECT DETAILS	
Services Provided:	Signal Modifications/Timing, ITS design/Evaluation/System Planning
Completed:	2018
DKS Fee:	\$684,466
Key Staff:	Steve Boice, Maggie Lin, Pam O'Brien
Reference:	Rob Klug, Project Manager at Clark County P: (360) 397-6118



TRAFFIC ENGINEERING DESIGN

CLACKAMAS COUNTY ARTS SYSTEMIC SAFETY DESIGN, OR

The DKS team conducted field reviews of 21 corridors and 77 intersections within Clackamas County to evaluate sight distance and recommend horizontal curve warning signage and intersection signing and striping, and safety improvements. In total, the DKS team evaluated approximately 340 miles of roadway for horizontal curve warning sign modifications. The DKS team worked closely with County staff to deliver 60%, 90%, and final design plans according to Clackamas County, and MUTCD standards.

CLACKAMAS COUNTY CLACKAMAS REGIONAL CENTER MOBILITY DESIGN, OR

DKS led the development of final PS&E for traffic signals, communications, signing, striping, and illumination improvements as part of the Clackamas Regional Center Mobility improvements. Design improvements included Sunnyside Road, SE 82nd Avenue, SE Harmony Road, and the I-205/Sunnyside Road Interchange. The project includes reconstruction of more than 50 ADA-compliant curb ramps and islands, 12 signalized intersections, multiple RRFB pedestrian crossings, and construction of separated bike and pedestrian facilities that will connect the surrounding area to the Clackamas Town Center light rail station. This project complements the prior \$88 million Sunnyside Road corridor improvements that HPR and DKS designed.

The project includes three temporary traffic signals, three traffic signal replacements, nine signal modifications, three pedestrian flashing beacons, and a ramp meter modifications. Communications design included CCTV cameras, and traffic signal communications for two agencies. The illumination design included permanent roadway and pedestrian/bike facilities LED lighting for PGE and ODOT, and decorative bridge rail illumination for the overpass. Lighting analysis was completed using AGI software to ensure proper light levels were achieved.

PROJECT DETAILS

Services Provided: Curve Warning Sign Design

Completed: 2021

DKS Fee: \$482,612

Key Staff: Scott Mansur, Rachel Vogt

Reference: Christian Snuffin, PE, PTOE, Senior Traffic Engineer
P: (503) 680-5623
E: csnuffin@clackamas.us

PROJECT DETAILS

Services Provided: Traffic Signals, Communications, Signing, Striping, Lighting Design

Completed: 2020

DKS Fee: \$1,224,537

Key Staff: Steve Boice, Nate Schroeder, Maggie Lin

Reference: David Queener, Clackamas County
P: (503) 742-4656
E: DavidQue@co.clackamas.or.us



TRAFFIC SAFETY INVESTIGATIONS

ODOT OR211 ROAD SAFETY AUDIT

DKS conducted a road safety audit along a rural two-lane segment of OR 211 east of Molalla to aid in the identification of potential short-term and long-term safety improvement projects. DKS facilitated a three-part RSA workshop and field audit by a multidisciplinary team and completed a thorough safety assessment of crash history and other safety-related data. DKS applied the Safe System approach to develop a comprehensive set of systemic and hotspot safety solutions to reduce crash risk. DKS documented the RSA process, findings, and solutions in an easy to read RSA report, and we are currently working on preliminary conceptual designs for several improvements.

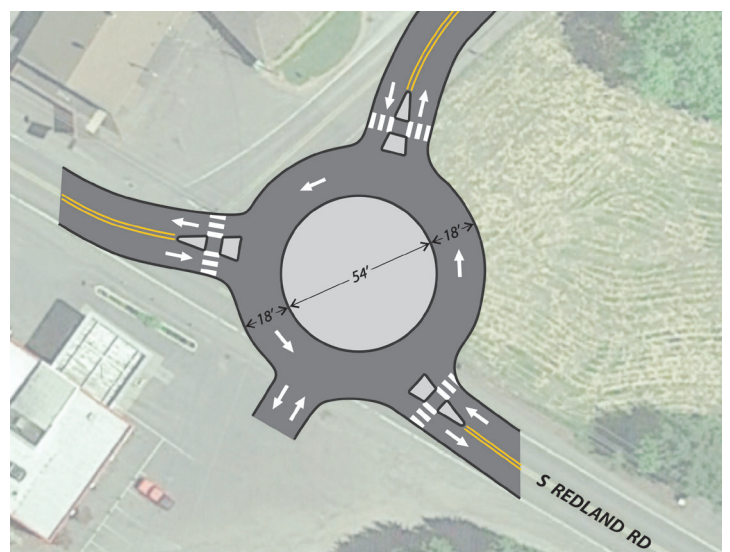
CLACKAMAS COUNTY REDLAND ROAD SAFETY AUDIT, OR.

DKS coordinated, facilitated, and performed a Road Safety Audit for Redland Road between Holcomb Boulevard and Springwater Road. in Clackamas County, OR. The RSA incorporated elements of the Highway Safety Manual and included safety of roadway infrastructure, intersections, signing, pavement parking, lighting, and all other items needed for a complete RSA.

DKS evaluated crash data and existing roadway conditions to help the RSA field investigations team determine where to focus their efforts before performing the RSA. DKS assisted the team in identifying and ranking observed safety issues based on a risk scale. DKS also conducted a benefit-cost analysis for each identified project to help prioritize funding of the projects. DKS also helped to prepare the final report, which included a summary of the existing roadway conditions, a list of the road safety audit findings, the recommended safety countermeasure projects, and the benefit-cost analysis table.

PROJECT DETAILS	
Services Provided:	Road Safety Audit, Safety Analysis
Completed:	2/2023 (estimated)
DKS Fee:	\$73,698
Key Staff:	Lacy Brown, Scott Mansur
Reference:	Robert DeVassie, ODOT Region 1 Engineer P: (503) 731-7996 E: Robert.J.DEVASSIE@odot.oregon.gov

PROJECT DETAILS	
Services Provided:	Road Safety Audit, Safety Analysis
Completed:	2018
DKS Fee:	\$684,466
Key Staff:	Scott Mansur, Steve Boice, Lacy Brown, Jenna Bogert
Reference:	Christian Snuffin, PE, PTOE, Senior Traffic Engineer P: (503) 680-5623 E: csnuffin@clackamas.us



Conceptual Design of Recommended Roundabout Safety Improvements

5. RESUMES AND LICENSES OF TASK LEADS

DKS has assembled a team of project managers to provide task leadership for all projects that may result from this traffic engineering contract. Brief resumes for the proposed task leaders are provided below. The DKS team will provide Clackamas County with professional, on-call traffic engineering services ensuring projects are delivered on time and within budget.



SCOTT MANSUR PE, PTOE CONTRACT MANAGER

Scott Mansur, a Principal and the DKS Salem office manager will serve as the overall contract manager and will be the County’s primary point of contact for all work orders assigned under this contract. Scott has experience managing numerous corridor and intersections safety studies, traffic operations analyses, access management projects and multimodal analyses. He excels at presenting detailed technical information to non-technical audiences. In addition, Scott has significant experience identifying and implementing pedestrian crossing options from both the planning and design aspects. He has led the design of traffic signals, roundabouts, roadway lighting, and signing and striping plans for numerous local agency and ODOT projects. Scott’s background in the planning and design of transportation solutions gives him a wide range of expertise that benefits local and state agencies. Scott’s versatile background managing small and large transportation planning and design projects will be a key asset to Clackamas County. His relevant projects include:

- City of Salem Traffic Planning and Engineering Services On-Call, OR
- City of Wilsonville On-call, OR
- Clackamas County Speed Feedback Sign Design, OR
- Clackamas County ARTS Systemic Safety Design, OR
- Redland Road Safety Audit, OR
- ARTS Statewide Consultant Support, OR
- Clackamas County Readland Road Safety Audit, OR

PROFESSIONAL HIGHLIGHTS

Years of Experience: 26

EDUCATION

BS, Civil Engineering (Portland State University)

REGISTRATIONS

Oregon Professional Civil Engineer No. 56267

Washington Professional Civil Engineer No. 44848

Idaho Professional Civil Engineer No. 16224

Professional Traffic Operations Engineer® (PTOE) No. 2202

“Scott Mansur and the DKS team have done a fantastic job leading the ODOT Salem Signal Enhancement project. They have kept the project on schedule and within budget. Scott’s commitment to excellence and his strong working relationship with ODOT and City of Salem staff have made this project extremely successful. I look forward to working with Scott and the DKS team on the construction of this project and also on future projects. Thanks so much Scott for a job well done.”
- Bill Ness, PE | ODOT Resident Engineer

KEY STAFF RESUMES



PROFESSIONAL HIGHLIGHTS

Years of Experience: 26

EDUCATION

BS, Civil Engineering,
Washington State University,
1996

REGISTRATIONS

OR Professional Civil Engineer
65697

REAH FLISAKOWSKI, PE

DEVELOPMENT REVIEW AND TRAFFIC ENGINEERING INVESTIGATIONS LEAD

Reah has provided roadway and traffic engineering services to public agencies throughout the Pacific Northwest. Reah has experience in transportation system planning, capacity and operations analysis, pedestrian/bicycle analysis, neighborhood traffic calming, intersection safety improvement evaluations, cost estimating, and on-call services for public agencies. Reah's work focuses on improvements to enhance a community's livability that can be readily implemented. As a senior project manager, she has presented transportation issues and findings to the public through community open houses, citizen advisory meetings, and planning commission/city council hearings. Her relevant projects include:

- Happy Valley On-Call Engineering Services, OR
- City of Oregon City Traffic Engineering On-Call, OR
- City of Sandy Traffic Engineering On-Call, OR
- Pleasant Valley/North Carver Master Plan, OR
- Rock Creek Employment Center Plan, OR



PROFESSIONAL HIGHLIGHTS

Years of Experience: 11

EDUCATION

PhD, Transportation Planning and
Management, Beijing Jiaotong
University, China

MS, Civil and Environmental
Engineering, University of
Nevada, Reno

BE, Management Information
Systems, Beijing Jiaotong
University, 2007

REGISTRATIONS

OR, Professional Engineer, No:
95915PE; I Professional Traffic
Operations Engineer® (PTOE), No.
4929

MAGGIE LIN, PHD, PE, PTOE

ITS/SIGNAL TIMING TASK LEAD

Maggie specializes in traffic signal operations and data analytics. Her experience includes designing signal operations for complex intersections, signal controller programming, developing and evaluating traffic signal priority strategies, developing and implementing signal timing plans for agencies in Oregon, Washington, California, Idaho, and Montana, and writing systems engineering documentation. She has extensive experience with analyzing signal operations with data analytics. She has supported Clackamas County for traffic engineering in the past 4 years. Her relevant projects include:

- Clackamas County Freight ITS, OR
- Clackamas Regional Center (CRC) Mobility Improvements, OR
- Clackamas County On-Call Support for ATC Controller Conversion, OR
- City of Portland Regional Central Traffic Signal System Replacement, OR
- City of Beaverton Allen Blvd SCATS Adaptive System ConOps. OR
- ODOT Traffic Signal Management Plan, OR
- ODOT ATC Controller Conversion, OR

KEY STAFF RESUMES



PROFESSIONAL HIGHLIGHTS

Years of Experience: 17

EDUCATION

BS, Civil Engineering, Oregon State University, 2005

REGISTRATIONS

Professional Engineer, OR #75800 | Professional Traffic Operations Engineer® (PTOE) No. 3081

NATE SCHROEDER, PE, PTOE

TRAFFIC ENGINEERING DESIGN LEAD

Nate has extensive experience in all aspects of traffic engineering design elements, including traffic signals, traffic signal interconnect, permanent roadway signing and pavement marking, roadway lighting, communications, and temporary traffic control. Nate has provided construction services for numerous projects, including materials submittal reviews, on-site inspections, plan modifications, and addressing contactor requests for information. Nate has worked on several Clackamas County and ODOT projects, and is very familiar with current design standards and construction practices. Nate anticipates potential issues early and develops practical solutions that minimize construction impacts. His relevant projects include:

- Clackamas County Freight ITS Design, OR
- Clackamas County Canby Ferry ITS Design, OR
- Clackamas Regional Center (CRC) Mobility Improvements, OR
- Clackamas County Otty Road Realignment, OR
- ODOT I-205 Corridor Widening, Clackamas County, OR



PROFESSIONAL HIGHLIGHTS

Years of Experience: 11

EDUCATION

PhD, Texas A&M University

MSCE, Oregon State University

BSCE, University of Idaho

REGISTRATIONS

Oregon Civil Engineer No. 85448

Road Safety Professional Level 1 No. 458

LACY S. BROWN, PHD, PE, RSP₁

SAFETY EVALUATIONS LEAD

Lacy is a manager in DKS' Salem office and has been managing and conducting technical analysis for transportation safety and planning projects across the Pacific Northwest for the last six years. She is an expert in crash analysis, field safety investigations, diagnosis and countermeasure selection, benefit-cost evaluations, and applying HSM predictive methodologies. and has published several journal articles on the topics of safety, access management, driver behavior, and traffic control devices. Lacy strives to provide clients with final products that are user-friendly and can be easily implemented. She excels at translating complex technical information into stories and graphics that are clear, concise, and appropriate for a variety of audiences. Lacy is also an active member of the TRB Access Management Committee and the ITE Safety Council subcommittee on Data Driven Safety Analysis. Her relevant projects include:

- ODOT OR211 Road Safety Audit, OR
- ODOT All Roads Transportation Safety (ARTS) Consultant Support, Statewide, OR
- US 20 Highway Safety Study, OR
- Oregon City Molalla Avenue/Pearl Street RSA, OR
- Clackamas County Redland Road RSA, OR

5.4 PROJECT UNDERSTANDING AND APPROACH

1 & 2: UNDERSTANDING OF THE REQUIRED SERVICES AND TECHNICAL EXPERTISE AND AWARENESS OF KEY ISSUES

1. Land Use Application Reviews and Evaluation of Traffic Studies

DKS has provided on-call transportation engineering and planning services to numerous public agencies, for many years including Clackamas County (over 28 years), City of Wilsonville (over 30 years), City of Happy Valley (over 23 years), Clark County (over 20 years), and Port of Portland (23 years). DKS attends pre-application meetings, provides transportation impact study scope requirements, performs application completeness reviews, reviews impact studies and site plans, recommends conditions of approval, and attends public hearings.

As part of your Zoning and Development Ordinance, Clackamas County has adopted concurrency requirements for transportation facilities. These requirements define the minimum performance standards and provide details regarding the timing and funding of potential improvements. Transportation impact study review and conditions of approval focus on Clackamas County concurrency requirements and the following elements: 1) Trip Generation; 2) Trip Distribution; 3) Operational Analysis (ODOT and/or County performance measures); 4) Safety, including sight distance and speeds; 5) Access spacing (ODOT and County); 6) Site plan/multi-modal circulation review. DKS has extensive experience with the key issues for this type of work:

- Familiarity with Clackamas County and ODOT transportation standards
- Clear understanding of the land use application process and impact studies
- Expertise in transportation safety evaluations and operational analysis
- Ability to work and communicate effectively with agency staff, other consultants, and public stakeholders

2. Traffic Engineering Investigations and Recommendations

DKS has performed hundreds of traffic engineering and planning investigations for public agencies. These include field measurements and investigations of available sight distance, intersection geometry, saturation flow rates, roadway and intersection traffic operations, safety conflicts and concerns, pedestrian facility operations, bicycle and trail facility operations, intersection control evaluations, neighborhood traffic management, parking demand needs (on-street and off-street), and school access conditions.

Upon a request from the County for a traffic investigation, DKS will gather the necessary information in the field, evaluate current conditions, and provide a range of potential solutions to the County. We will summarize the analysis results and recommendations in a technical memorandum using graphics and easy to understand text. DKS will coordinate with County staff throughout the task to keep them informed of early findings, potential issues and task schedule. If beneficial, DKS will meet agency staff in the field to review conditions and collaborate on potential recommendations. DKS will be available to discuss concerns and solution options with the public, through one-on-one interviews or a public meeting format.

3. ITS Engineering and Signal Timing

DKS is recognized nationally for its expertise in ITS planning and communications design, Systems Engineering for ITS, signal timing analysis and development, and signal system management and operations.

ITS Planning and Communications Design: The DKS team includes ITS engineers and planners who have a full understanding of the Clackamas County requirements for video, weather stations, regional communications networks and arterial management systems. DKS has developed regional and statewide ITS plans, communications master plans, and detailed operations plans. DKS has developed nearly all of the regional ITS Plans completed in Oregon and Southwest Washington,

including the first ITS plan prepared for the Portland metropolitan region and the first transportation system management and operations (TSMO) plans in southwest Washington and Oregon. DKS has designed arterial and freeway variable message signs (VMS), variable speed limit systems, queue activated signs and weather responsive speed signs.

A vital component to ITS Planning is the requirement to operate and maintain the system(s) over time. DKS has extensive experience with defining these requirements for agencies. A vital component of a traffic signal system is the communications infrastructure. Our team has extensive local experience planning, designing and implementing transportation communications networks using a variety of media (fiber, copper, wireless) and a variety of technologies (Ethernet, Ethernet over copper, serial). Our engineers have a complete understanding of the product solutions appropriate for traffic signal cabinets and in harsh outdoor transportation environments, including the ability to install and configure the network equipment.

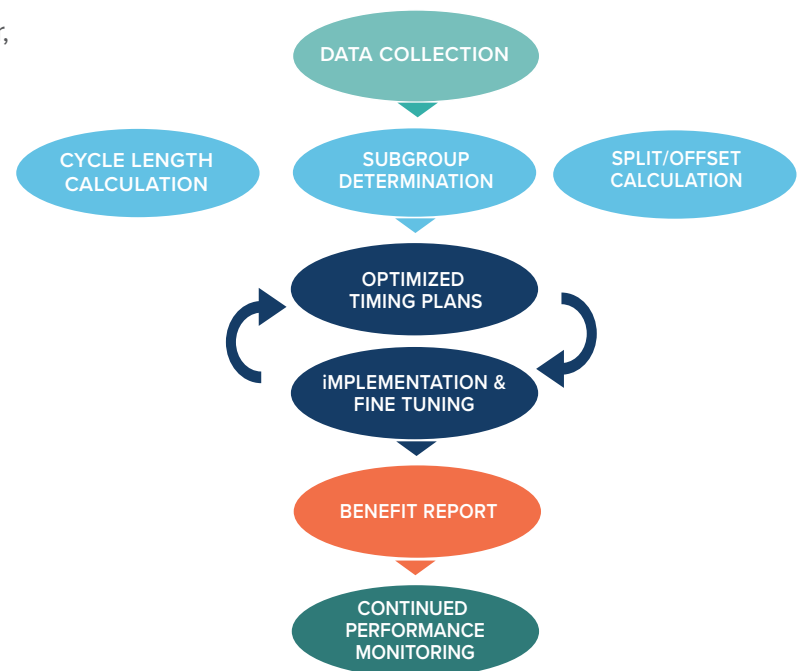
Systems Engineering for ITS: Systems engineering guidelines are followed to ensure the final product meets the requirements and intended operations of the transportation management and operations systems. DKS engineers have a solid understanding of the important and necessary steps, including:

- **Concept of Operations** – This step documents the user needs, concept of the system, the roles and responsibilities, the goals of the project and establishes a common vision and expectations. Procurement alternatives, anticipated life cycle and performance measures may be examined at this stage as well.
- **Functional Requirements** – This step documents the detailed functions of the proposed system. These requirements must be testable and will be used to validate that the implementation meets the intended design functions.
- **Detailed and Final Design** – This step produces the staged plan submittals for review and the detailed specifications and engineer’s estimate.
- **System Testing** – This step validates that the proposed implementation meets the design requirements.

- **Operations and Maintenance** - This step describes the necessary requirements to operate and maintain the system over time.

Traffic Signal Timing Analysis and Development: DKS engineers have evaluated and optimized traffic signal timing plans for over 3,500 traffic signals in the past 20 years. Producing effective coordinated signal timing depends on a solid understanding of field conditions and controller operations. Our engineers focus on understanding the needs and issues of the current situation and then produce reliable and effective solutions. Our typical approach to traffic signal timings is illustrated in the graphic below.

OPTIMIZED SIGNAL TIMING PROCESS



Signal Systems Management and Operations: DKS staff have extensive experience with existing local and central traffic signal control systems used by Clackamas County, including NWS Voyage, Trafficware and MaxTime operated on Model 2070 and ATC controllers. DKS has hands-on experience with NWS Central, TransSuite, MaxView, and Trafficware central signal systems used to manage and operate the local traffic signal controllers. Our team has a full understanding of the traffic signal control systems, adaptive control algorithms, traffic responsive systems and full advanced traffic management system (ATMS) solutions. Our staff also has experience with Vissim simulation software and using MaxTime inputs/outputs to test alternatives using software-in-the-loop.

4. Traffic Engineering Design

DKS has extensive experience designing traffic engineering elements in Clackamas County and throughout Oregon. Our experience includes traffic signal and detection design, signing and striping design, roundabout design, lighting system design, communication system design, and development of temporary traffic control plans. DKS has extensive experience with the County design standards and review process and has worked closely with Clackamas County staff on numerous traffic engineering design projects. For traffic signal design, DKS first evaluates signal phasing warrants to determine the recommended signal phasing, then follows Clackamas County design standards supplemented by ODOT design standards.

For example, the current County standards call for County specific wiring and signal pole designs, as well as particular equipment for things like pushbuttons, PTZ cameras, and controllers. The DKS approach involves getting County staff involved early in the design process to avoid surprises later. Working with County traffic staff, DKS engages with County maintenance staff to gain valuable insight from them during the design, review, and construction process. This approach helps reduce design costs, provides the County with the appropriate hardware, and expedite schedules. DKS also understands that coordination with utility companies is critical to avoid costly design modifications and project delays, so DKS works to engage them early in the process. For signing/striping and temporary traffic control designs, the County typically follows MUTCD and ODOT standards. The County does maintain unique signing standards for street name signs and utilizes sign supports that do not use concrete foundations. As for striping, the County uses “ladder-style” crosswalks rather than the ODOT standards “continental” style of crosswalk.

In cases where a project is on an ODOT facility, ODOT standards will need to be met and the plans will need to be reviewed and approved by ODOT prior to construction. Requesting design exceptions are necessary when standards are not met. DKS is experienced with this process, which expedites plan review and approval. Not only does the DKS team have extensive experience designing traffic engineering improvements, we have valuable experience providing construction services and field inspection following the design phase.

Roundabout Design: DKS and HHPR staff members have extensive experience with the traffic analysis and conceptual design of modern single-lane and multi-lane roundabouts, using the latest research on roundabout capacity analysis.

DKS employs a variety of analysis tools to evaluate roundabout capacity, including the ODOT Roundabout Calculator (based on NCHRP Report 572 methodology), Sidra intersection analysis software, and Vissim micro-simulation software. Additionally, DKS has expertise with the geometric design of roundabouts following the FHWA guidelines (Roundabouts: An Informational Guide 2nd Edition) where applicable, and utilizing other published roundabout guidance to supplement as required. DKS uses a variety of methods for developing geometric designs, including TORUS computer software, which allows for the development of multiple design iterations and alternatives in an efficient manner. DKS prepares permanent signing, striping, and street lighting design plans for roundabout controlled intersections. DKS provides peer review of roundabout designs, anywhere from the conceptual level to construction plans to existing roundabouts installed in the field.

Construction Traffic Control Plans: DKS staff has prepared construction traffic control plans and project special provisions for numerous roadway improvement projects, utility projects, bridge projects, sewer and waterline projects, and light rail transit projects. DKS staff design construction traffic control plans to MUTCD standards supplemented by ODOT guidance, and monitor the implementation of such plans to ensure effectiveness and safety during construction. Working closely with County staff, DKS prepares traffic management plans for use during construction (both formal and informal plans), which identify key construction staging and sequencing constraints, and public awareness and management strategies. DKS works closely with stakeholders to minimize impacts related to construction activities, and identify potential operational issues associated with temporary detours and lane closures, often using real time traffic data and visual inspection of traffic operations provided by County staff to inform decisions about lane closures, detours, and temporary impacts associated with traffic control changes.

5. Traffic Safety Evaluations

DKS has expertise in conducting a wide variety of safety evaluations for jurisdictions across Oregon. These studies have focused on identifying the current safety concerns, analyzing site conditions and crash records, and prioritizing improvements to enhance safety for all modes. DKS has performed safety studies for counties, cities, intersections, roadway segments, horizontal curves, pedestrian and multi-use path crossings, and safe routes to school. DKS has also conducted several road safety audits (RSAs) in Clackamas County in both urban and rural areas, including the Molalla Avenue/Pearl Street RSA in Oregon City, the OR 211 RSA for ODOT, and the Redland Road RSA. Upon receiving a request from the County for a safety investigation, DKS will collaborate with the County to determine the appropriate components of the safety evaluation based on the current safety concerns, site characteristics, and desired level of treatment. DKS has expertise in the following safety evaluations and can customize a traffic safety investigation scope to best meet the needs of the County and the specific location.

- Applying the Safe System approach to provide holistic solutions to improve safety for all users.
- Analyzing historical collision data using both spatial and tabular analysis to determine systemic and hotspot crash patterns.
- Conducting field observations to observe driver behavior, identify conflicts (near-miss events or evasive maneuvers), and identify safety concerns not revealed in the data.
- Field review and measurements of intersection characteristics and system context (geometry, lane widths, signing, striping, signal controls, lighting levels, turning radii, sight distance, signal visibility, access locations, bus stops, pedestrian crossing issues).
- Conducting conflict analysis to determine the potential for collisions.
- Applying emerging technologies, such as video analytics, to identify underlying crash risks and conflict patterns.
- Reviewing human behavior issues to explain crash

patterns (e.g. significant weaving to access a left turn lane due to circulation issues, red-light running behavior, yielding to pedestrians, etc.).

- Applying the Highway Safety Manual (HSM) predictive method to evaluate the safety performance of existing and future facilities.
- Identifying the appropriate countermeasures to effectively treat the safety deficiencies.
- Determining collision reduction potential of safety countermeasures based on the HSM, the ODOT CRF List, and published research.
- Evaluating the cost effectiveness of countermeasures using standard benefit-cost analysis methodologies.
- Documenting safety study findings and recommendations in easy-to-read documents, accompanied by conceptual drawings of recommended safety improvements.

DKS has a thorough understanding of both urban and rural safety concerns present in Clackamas County. As part of the ODOT All Roads Transportation Safety (ARTS) program, DKS has conducted statewide safety analysis on urban and rural roadways and has provided assistance to local jurisdictions in identifying safety needs and developing cost-effective safety solutions that qualify for ARTS grant funding. DKS has also prepared pedestrian safety evaluations for agencies throughout the Pacific Northwest to enhance pedestrian and bicycle crossing safety, including Safe Routes to School.

Our team understands not only the intricacies of safety evaluation, diagnosis, and treatment, but also the challenges and limitations of this type of work. Being able to anticipate likely challenges and plan for them accordingly means that there will be less re-work and we will make efficient use of the County's time and resources. Just a few of the key considerations for conducting safety studies are described below.

- Crash data is only as accurate and robust as what is reported by responding officers or submitted via self-reported documentation. DKS understands the importance of verifying crash data as the first step of safety performance evaluations. When appropriate,

crash data obtained from state databases may be supplemented with crash reports from local agencies such as Clackamas County.

- Crash data only tells part of the story. To truly understand the factors contributing to safety deficiencies, site visits should be conducted at various times, under various conditions, to observe actual field conditions and accurately diagnose safety deficiencies.
- For any given crash pattern, there are likely several countermeasures that could treat the underlying safety deficiencies. DKS' expertise in designing safety treatments means we understand the feasibility of safety countermeasures and their applicability given site-specific characteristics. As a result, we will provide Clackamas County with safety improvement recommendations that can easily transition into construction.

3. DKS' EXPERIENCE & KNOWLEDGE OF THE AREA AND TRANSPORTATION ISSUES

Clackamas County encompasses a large area that extends from the Willamette River and Interstate 5 to Mt. Hood. The County is responsible for approximately 1,500 miles of roads and over 150 bridges located throughout the County. There are urban areas with significant traffic congestion (such as Sunnyside Road

near Clackamas Town Center), rural areas that stretch to the east toward Mt. Hood, and neighborhood areas that are in need of traffic calming solutions. The County's transportation system traffic issues are diverse and the County's residents are requesting an improved and safer transportation system. Clackamas County is one of the fastest growing counties in Oregon. In many areas, new urban development is pressuring old rural roadways (Stafford Road, Canby Marquam Highway, Redland Road) that are narrow and have no provision for pedestrian, bicycle or transit facilities.

The DKS team has the knowledge, expertise and understanding to assist the County in the wide range of transportation issues that it will face. DKS has developed excellent working relationships with many of the key agencies with which the County interacts, including ODOT, TriMet, West Linn, Oregon City, Wilsonville, Milwaukie and Happy Valley.

For 28 years and on over 70 different projects, DKS staff have successfully completed transportation planning and engineering projects for the County. We have held an on-call traffic engineering contract with Clackamas County since 2007, under which we have performed a multitude of assignments and gained a thorough understanding of issues, needs and constraints for the County. **We share your goal to eliminate fatal and serious injury crashes on county roadways.**

5.5 COMMUNICATION AND AVAILABILITY

1. AVAILABLE RESOURCES

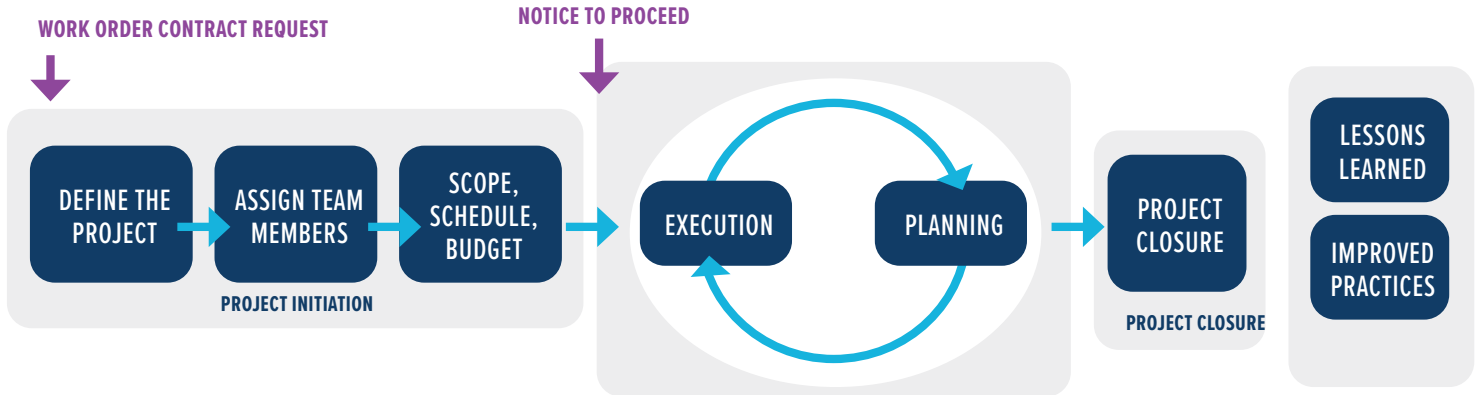
Clear communication between Clackamas County and the DKS team will be essential to the successful completion of work orders under this contract. Over the last 25 years, Our Contract Manager, Scott Mansur, has built strong working relationships with Clackamas County (civil project managers, traffic engineers and transportation planners). He understands the needs of the County and is responsive when critical tasks arise that need attention. Projects assigned through this contract will require a highly responsive team with adequate availability, resources and flexibility to meet short-term schedules.

DKS specializes in working for public agencies on an on-call basis. Our contract manager and task managers have years of experience managing traffic engineering projects for the County and throughout Oregon.

This expertise help us to deliver products on time and on budget and the wealth of knowledge available to DKS staff maximizes the quality of the end product, whether it be reviewing an engineering study, providing a design for a new traffic signal, or implementing a signal timing plan. All our administrative and technical support staff will be made available to work on this project on an as-needed basis.

DKS will be responsive and maintain contact with agency staff using a variety of methods, including common e-mail platforms, web-based project management tools such as BaseCamp for sharing information, cell phone contact and teleconference platforms to hold multiple user conference calls, and bi-weekly phone calls with the County project manager to track project status and resolve issues.

DKS ON-CALL PROCESS



2. ABILITY TO ESTABLISH AND MAINTAIN FUNCTIONAL AND PRODUCTIVE RELATIONSHIPS

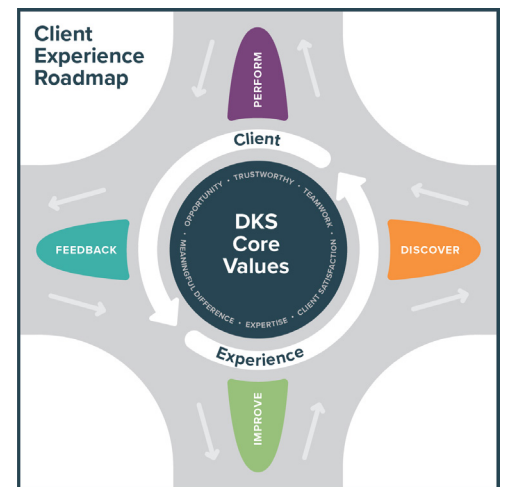
DKS strives to deliver the highest quality client experience. We focus on building and strengthening our relationships by listening to our clients, understanding their needs, and improving our processes so that we can deliver the best experience possible. We do this by focusing on four different steps throughout our project schedule and relationships with agencies.

DISCOVER - Determine client expectations by actively listening to client’s needs, expectations and challenges.

PERFORM - Communicate effectively with clients and deliver a positive client experience by proactively setting goals and delivering on them.

FEEDBACK - Solicit feedback at project milestones and project completion. Discover and assess current project work expectations are being met. Make changes if necessary.

IMPROVE - Strive to constantly improve by sharing lessons learned, and address change management strategy when necessary.



The strongest indication of our commitment to high-quality traffic engineering services is proven by the number of repeat clients, such as Clackamas County that DKS has worked for within Oregon. The list below includes individuals who will attest to our high-quality on-call traffic engineering services and our ability to establish and maintain functional and productive working relationships.

Client Reference Information
<p>Contact: Sally Curran, City Engineer at City of Happy Valley Phone: (503) 886-8414 Email: sallyc@happyvalleyor.gov</p>
<p>Contact: Amy Pepper, Development Engineering Manager at City of Wilsonville Phone: (503) 570-1566 Email: apepper@ci.wilsonville.or.us</p>
<p>Contact: Christina McDaniel-Wilson, ODOT Traffic Roadway Section Phone: (503) 986-3573 Email: Christina.A.MCDANIEL-WILSON@odot.state.or.us</p>
<p>Contact: Carl Olson, Senior Traffic Civil Engineer at Clackamas County Phone: (503) 742-4684 Email: colson@clackamas.us</p>
<p>Contact: Galen McGill, State Maintenance & Operations Engineer at ODOT Phone: (503) 986-4486 Email: Galen.e.mcgill@odot.state.or.us</p>
<p>Contact: Bikram Raghubansh, Engineering Supervisor ITS Section at PBOT Phone: (503) 823-7679 Email: bikram.raghubansh@portlandoregon.gov</p>

5.6 FEES

The following is a current rate table for DKS staff, which is followed by the current hourly rates for HHPR.

Fee Schedule					
<i>Effective January 1, 2023 through December 31, 2026</i>					
<i>ENGINEERS and PLANNER</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 5	75.00	Grade 38	240.00	Tech Level G	65.00
Grade 6	80.00	Grade 39	245.00	Tech Level H	70.00
Grade 7	85.00	Grade 40	250.00	Tech Level I	75.00
Grade 8	90.00	Grade 41	255.00	Tech Level J	80.00
Grade 9	95.00	Grade 42	260.00	Tech Level K	85.00
Grade 10	100.00	Grade 43	265.00	Tech Level L	90.00
Grade 11	105.00	Grade 44	270.00	Tech Level M	95.00
Grade 12	110.00	Grade 45	275.00	Tech Level N	100.00
Grade 13	115.00	Grade 46	280.00	Tech Level O	105.00
Grade 14	120.00	Grade 47	285.00	Tech Level P	110.00
Grade 15	125.00	Grade 48	290.00	Tech Level Q	115.00
Grade 16	130.00	Grade 49	295.00	Tech Level R	120.00
Grade 17	135.00	Grade 50	300.00	Tech Level S	125.00
Grade 18	140.00	Grade 51	305.00	Tech Level T	130.00
Grade 19	145.00	Grade 52	310.00	Tech Level U	135.00
Grade 20	150.00	Grade 53	315.00	Tech Level V	140.00
Grade 21	155.00	Grade 54	320.00	Tech Level W	145.00
Grade 22	160.00	Grade 55	325.00	Tech Level X	150.00
Grade 23	165.00	Grade 56	330.00	Tech Level Y	155.00
Grade 24	170.00	Grade 57	335.00	Tech Level Z	160.00
Grade 25	175.00	Grade 58	340.00	Tech Level AA	165.00
Grade 26	180.00	Grade 59	345.00	Tech Level AB	170.00
Grade 27	185.00	Grade 60	350.00	Tech Level AC	175.00
Grade 28	190.00	Grade 61	355.00	Tech Level AD	180.00
Grade 29	195.00	Grade 62	360.00	Tech Level AE	185.00
Grade 30	200.00	Grade 63	365.00	Tech Level AF	190.00
Grade 31	205.00	Grade 64	370.00	Tech Level AG	195.00
Grade 32	210.00	Grade 65	375.00	Tech Level AH	200.00
Grade 33	215.00	Grade 66	380.00		
Grade 34	220.00	Grade 67	385.00		
Grade 35	225.00	Grade 68	390.00		
Grade 36	230.00	Grade 69	395.00		
Grade 37	235.00	Grade 70	400.00		

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.



Name/Role	Hourly Rate
Jason Dhanens, PE, SE Structural Engineer	\$175/hr.
Ben Austin, PE Civil Engineer	\$260/hr.
John Campbell, PLS Project Surveyor	\$180/hr.

5.7 COMPLETED PROPOSAL CERTIFICATION

PROPOSAL CERTIFICATION RFP #2022-110

Submitted by: DKS Associates, CA
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:


SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Scott Mansur Date: January 18, 2023
Signature:  Title: Principal
Email: SMM@dksassociates.com Telephone: 503.602.9575
Oregon Business Registry Number: 221955-80 OR CCB # (if applicable): N/A

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____