



REQUEST FOR PROPOSALS #2016-20
FOR
WATER TOURISM STRATEGIC PLAN
BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Tom Averett
Buyer**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: April 6, 2017

TIME: 4:00 PM, Pacific Time

**PLACE: Clackamas County Procurement
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposal Issued.....	March 15 2017
Protest of Specifications Deadline.....	March 27, 2017, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	March 27, 2017, 5:00 PM, Pacific Time
Request for Proposal Closing Date and Time.....	April 6, 2017, 4:00 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

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed proposals per specifications until **4:00 PM, April 4, 2017** (“Closing”), to provide: Water Tourism Strategic Plan. No Proposals will be received or considered after that time.

Clackamas County’s rivers, lakes and streams create a natural draw for water enthusiasts. Water-based recreation holds strong appeal for Clackamas County Tourism because niche water enthusiasts spend money to travel for their recreational pursuits that lakes and rivers provide year-round. These experiences and the locations for water recreation address seasonality and draw visitors to our local communities. The resulting contract from this RFP will have an initial term through December 31, 2017.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Services, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed proposals are to be sent to Clackamas County Procurement Services at the above Kaen Road address.

Contact Information

Technical Specifications: Samara Phelps, 503-742-5910, Samara@mthoodterritory.com

Procurement Process Questions: Tom Averett 503-742-5449, toma@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.

DATED this 15th day of March, 2017

George Marlton, Director, Procurement Division

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 Services 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. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Services Division for this procurement. 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 Services 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 the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the proposer, the project title, and Closing date/time. Deliveries to be sent to:

**Clackamas County
Procurement Services Division
2051 Kaen Road,
Oregon City, OR 97045**

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 shall be signed in ink in the blank spaces provided herein (Section 4). 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” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Services Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Services 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 192.501(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 192.501(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 192.500(1). 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 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 ninety (90) 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 Services 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 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 listed in Section 6, – Sample Contract, attached hereto and made a part hereof. 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 the Instructions to Proposers Section 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.

2.18 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Services 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.

2.19 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.

2.20 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee about the RFP until the apparent successful Proposer is selected, and all protests, if any, have been resolved.

2.21 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 provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.22 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).

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

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 Nondiscrimination: The successful proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender

identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.30 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is interested in increasing tourism activities on and around rivers, streams, lakes, and water ways with an emphasis on generating overnight stays. The overall project will consist of two components; a Strategic Plan and Associated Outreach, and Public and Partner Engagement Plan.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals.

Background

Clackamas County's rivers, lakes and streams create a natural draw for water enthusiasts. Water-based recreation holds strong appeal for Clackamas County Tourism because niche water enthusiasts spend money to travel for their recreational pursuits that lakes and rivers provide year-round. These experiences and the locations for water recreation address seasonality and draw visitors to our local communities.

A preliminary review of water tourism in Clackamas County (see **Exhibit 1**) found that existing water-based recreation creates a solid foundation for success in developing and promoting expanded opportunities. This review concluded that water recreation has potential to become an economic driver and mainstay of the Oregon's Mt. Hood Territory (OMHT) brand, converting these natural resources into fully leveraged tourism assets, requires a strategic plan to develop product targeting niche user types. Private sector, non-profits, county, municipal governments and public agencies will need to contribute to the success of a water recreation strategy. Clackamas County has the opportunity to lead the state in the development of water recreational tourism through the development of a water tourism-specific strategic plan.

3.2. SCOPE OF WORK

3.2.1. Scope:

The creation of a strategic plan builds on the preliminary review to provide detailed assessments and specific recommendations that prioritize actions in the development of water tourism in Clackamas County. In the creation of this strategic plan, the selected contractor should include input from public and private entities managing access to Clackamas County waterbodies and operating visitor-facing operations focused on water recreation or serving water enthusiasts. These entities should reflect the geographic diversity of Clackamas County, including the urban, valley and mountain regions as defined by Clackamas County Tourism. The plan should include national and regional data on trends and economic impact that support the recommended course of action. Best practices for environmental sustainability and optimal economic impact should inform every recommendation within the plan.

3.2.2. The desired goals/outcomes:

- **Component One – Strategic Plan & Outreach:**

1. Creation of a strategic plan for enhancing water tourism in Clackamas County with achievable short term and long term milestones, e.g. one year, five years, 10 years or other appropriate increments.
2. Analysis of Clackamas County's current position as a destination for water recreation in the state, Pacific Northwest, nationally and internationally.
3. Understanding the opportunities for water tourism's optimal economic impact for Clackamas County and how to overcome identified barriers.

4. Identification of strategic water tourism investment opportunities that will enhance Clackamas County as a water recreation destination.
5. Produce an outreach plan to engage partners in the creation and development of water recreation assets and Clackamas County as a water tourism destination. The Bicycle Tourism Studio is a successful model. Partners include local residents, public agencies and stakeholders.
6. Outreach plan will define communities that make sense for cooperative work in developing water tourism.

The Strategic plan will inform the public and partner engagement plan and process.

Some of the elements envisioned in this strategic plan include:

1. Inventory of Clackamas County water tourism assets to include accessible lakes, rivers and water bodies. Inventory should include the assets accessibility, visitor readiness, available activities, what activities are available during each season, current capacity, capacity for increased use and other relevant data as determined with Clackamas County Tourism.
2. Inventory of guide services, outfitters and other resources to serve visiting water enthusiasts including equipment rentals and retailers. Inventory should include visitor readiness, available activities in each season, current capacity, capacity for growth and other relevant data as determined in coordination with Clackamas County Tourism.
3. Assessment of each asset's visitor readiness and ability to attract or serve visitors from 50 miles or more away.
4. Identification of improvements to assets that will increase visitor readiness and appeal for visitors along with prioritizing those improvements with potential for greatest impact.
5. Analysis of niche user group's affinity for current water recreation assets in Clackamas County including opportunities and any barriers to their participation in water recreation in Clackamas County.
6. Information on the travel habits of niche user groups including what motivates travel, when they travel, how long they travel, what they typically spend during a vacation, what they spend money on while traveling, and the lodging needs and preferences of each group. Traveler information should relate to travel to the Pacific Northwest.
7. Summary of current and known future projects by public agencies and non-profits that impact water recreation in Clackamas County.
8. Evaluation of designating the Clackamas River a water trail and changing the status to a navigable river.
9. Water tourism case studies that are relevant to Oregon's Mt. Hood Territory and demonstrate best practices in developing a water tourism destination.
10. Analysis and recommendations for how to maximize the Willamette River Water Trail for overnight stays.

- **Component Two – Implementation of Partner & Public Engagement:**

1. Implementation and facilitation of in person partner engagement. Partner outreach should provide opportunity for collaboration among various entities.
2. The number of in person partner engagement events will be determined by the strategic plan.
3. Partner outreach will result in identified and prioritized actionable items for communities and partners to develop/enhance water tourism in Clackamas County.
4. Partner engagement will continue after the in-person facilitated workshops.

- **Funding**

This project is being funded by the Clackamas County Tourism Department in support of the priorities outlined in the Clackamas County Tourism Development Council Strategic Priorities 2012-2017.

Funds awarded in this contract are to cover all expenses incurred by the vendor in executing both phases of this scope of work including mileage, supplies, printing, etc.

- **Management**

This project will be managed by the Clackamas County Tourism Development Team.

- **Deliverables**

1. Progress reports to Clackamas County Tourism staff. Delivery dates will be identified during the contract negotiations.
2. Draft electronic copy of Strategic Plan for Clackamas County Tourism's review and input [Date to be determined by timing of RFP]
3. Final electronic copy of Strategic Plan including executive summary of findings and recommendations [Date to be determined by timing of RFP]
4. All relevant research and reference materials used to draft the strategic plan
5. 12 printed copies of plan for dissemination at Tourism Development Council meeting
6. Presentation of process and findings to Tourism Development Council [Date to be determined]

3.2.3. Term of Contract:

The term of the contract shall be from the effective date through December 31, 2017 with the option to extend the contract for 6 months with the written approval of both parties.

SECTION 4 PROPOSAL CONTENTS

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

4.1.1. An original (clearly indicated) and **eight (8)** copies of the Proposal, and an electronic copy (on compact disk or jump drive) of the complete Proposal must be received by the Closing date and time indicated in Section 1 of the RFP. The sealed envelope or package must have the vendor name, name of the project, and date/time of the Closing clearly indicated on outside of the package.

4.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

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

4.1.3. 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.

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

4.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

4.3. Scope of Work

- Clearly state an understanding of the services to be performed.
- Provide a comprehensive work plan that meets the needs of the Water Tourism Strategic Plan and addresses components one and two separately.
- Detail key issues in providing facilitation of the Water Tourism Strategic Plan.
- Provide a timeline for completion of key elements including primary research, inventory, draft strategic plan, draft outreach, and public and partner engagement.

4.4 Approach

Describe your approach to providing facilitation of the Water Tourism Strategic Plan. Breakout how research, analysis and outreach will be conducted and who will work on each element.

4.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

4.6. Fees

Please complete the attached fee schedule (or supply a substantially similar schedule). Fees should be on a fixed basis. Fees should be sufficiently descriptive to facilitate acceptance of a proposal and is to be submitted in a separate envelope clearly marked Fee 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.

4.6 Fees Schedule Component 1 and Component 2 2016-20 RFP Water Tourism Strategic Plan

Labor: Component 1

Position Classification	Estimated Hours	Hourly Rate	Labor Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Labor: Component 2

Position Classification	Estimated Hours	Hourly Rate	Labor Cost
			\$
			\$
			\$
			\$
			\$
			\$
			\$

Total Estimated Labor:

\$ _____

(In Numbers)

Miscellaneous Costs: Component 1

Description	Price	Quantity	Cost
			\$
			\$
			\$
			\$
			\$
			\$

Miscellaneous Costs: Component 2

Description	Price	Quantity	Cost
			\$
			\$
			\$
			\$
			\$
			\$

Total Estimated Miscellaneous Costs:

\$ _____
(In Numbers)

Total Estimated Proposal Cost (Both components, Labor + Miscellaneous)

\$ _____
(In Numbers)

(Written in Words)

Submitted by (entity): _____

Name: _____

Address: _____

Date: _____

PROPOSAL RESPONSE

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

Address: _____

Date: _____

Phone number: _____ Email: _____

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

Contractor, by signature below, hereby represents as follows:

(a) That no Commissioner, officer, agency or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its Commissioners, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Proposer prior to the proposal deadline, either directly or indirectly, to any other proposer or competitor;
3. No attempt has been made nor will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restraining trade;

(c) The proposer fully understands and submits its proposal with the specific knowledge that:

1. The selected proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all proposals will become part of the public file on this matter. The County reserves the right to reject any or all proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

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

(k) The proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

[] Resident Bidder, as defined in ORS 279A.120

[] Non-Resident Proposer, Resident State _____

Oregon Business Registry Number _____

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

_____ Name	_____ Title
---------------	----------------

_____ Name	_____ Title
---------------	----------------

_____ Name	_____ Title
---------------	----------------

(If Sole Proprietor or Partnership)

In witness hereto, the undersigned has set his (its) hand this _____ day of _____, 2017

Name of Firm

Signature of Proposer

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed by it's duly authorized officers this ____ day of _____, 2017

Name of Corporation

By

Title

CONTRACT MANAGER:

Name _____ Title: _____

Phone number: _____

Email Address: _____

SECTION 5 EVALUATION PROCEDURE

- 5.1** An evaluation committee will review all proposals. Proposals may be subjected to a two-phase evaluation process. In Phase One, the proposals will be evaluated based on responses to the criteria stated in Section 4. Points will be awarded based upon the Proposal Response in the format listed below. The Contractor may be selected based upon the results of Phase One. Phase Two, if deemed necessary by the evaluation committee, will consist of the highest scoring Proposers invited to an oral evaluation with the evaluation committee. The same criteria used to evaluate the written responses will be used to evaluate the finalist during the oral evaluation. No additions, deletions, or substitutions may be made to Proposals during the oral evaluations that cannot be viewed as clarification. Each evaluator will independently assign a score to each evaluation criteria during the oral interview. The scores resulting from the interview and the written evaluation will be summed resulting in a final score. Contract award will be given to the highest scoring Proposal.

Category	Points available:
Proposer's General Background and Qualifications (see section 4.2)	0-20
Scope of Work (see section 4.3)	0-40
Approach to delivery See Section 4.4)	0-10
References (see section 4.5)	0-10
Fees (see section 4.6)	0- 20
Available points	0- 100

- 5.2** 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. The County reserves the right to reject any and all proposals. 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.

SECTION 6

SAMPLE PERSONAL SERVICES CONTRACT

This Personal Services Contract ("Contract") is entered into by and between Clackamas County, a political subdivision of the State of Oregon ("COUNTY"), on behalf of [list Division], and XXXXX ("CONTRACTOR"), to provide the services described below at the rates included in Attachment "B," which by this reference is hereby made a part hereof and incorporated herein. The following provisions shall comprise this Contract:

I. SCOPE:

*This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, [RFP, RFQ number and title] issued on XXXXX, attached as Attachment "A", and the Contractor's [Quote/Proposal] attached as Attachment "B." Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The term of the Contract shall **commence upon the execution of this Contract by both parties and shall continue until XXXX.***

II. COMPENSATION:

A. *The COUNTY agrees to compensate the CONTRACTOR on a [fixed fee, time and material] basis as provided for in Attachment "A" inclusive. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall be \$XXX.*

B. *The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:*

1. *The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.*

2. *This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are 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 (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).*

3. *If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified and pay employees for the term of work in accordance with this Contract as an insured employer under Oregon Revised Statutes ("ORS") 279B.020 and ORS 279B.235, which are incorporated herein by this reference.*

C. *The CONTRACTOR certifies that, at present he or she if an individual, is not a program, Agency, or Federal employee.*

D. *The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.*

III. CONSTRAINTS

The CONTRACTOR agrees:

A. *If the services to be provided pursuant to Section I Scope are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.*

B. *Pursuant to the requirements of state law, the following terms and conditions are made a part of this Contract:*

1. *CONTRACTOR shall:*

a. *Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.*

b. *Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.*

c. *Not permit any lien or claim to be filed or prosecuted against the COUNTY on account of any labor or material furnished.*

2. *If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.*

3. *The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which are incorporated herein by this reference.*

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. *The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.*

5. *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.*

6. *The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this Contract.*

7. To the extent the CONTRACTOR is negligent, the CONTRACTOR shall indemnify, hold harmless and defend the COUNTY, its officers, elected officials, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts, errors, omissions, or fault of the CONTRACTOR or the CONTRACTOR'S employees.

8. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to any or all of:

- a. Reducing or withholding payment;
- b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

9. **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon 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. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

10. This Contract consists of the following documents which are listed in descending order or precedence and are attached and incorporated by reference, this Professional Services Contract and Attachment A.

IV. INSURANCE REQUIREMENTS

A. Commercial General Liability

☒ Required by COUNTY ☐ Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, elected officials, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract.

B. Automobile Liability

☒ Required by COUNTY ☐ Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of business automobile liability insurance in the amount of \$500,000 combined single limit for bodily injury and property damage for the protection of the COUNTY, its officers, elected officials, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract.

C. Professional Liability

☐ Required by COUNTY

☒ Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of professional liability insurance in the amount of \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for errors and omissions coverage for the protection of COUNTY, its officers, elected officials, and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

D. *If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.*

E. *The insurance, other than the Workers' Compensation and Professional liability, if required, shall include the COUNTY, its agents, officers, elected officials and employees as additional insured when and where required by written contract.*

If the CONTRACTOR'S insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance, except that noted in the preceding paragraph, shall include the COUNTY, its agents, officers, commissioners and employees as an additional insured. Proof of insurance must be provided upon request in the form of an endorsement listing the COUNTY, its agents, officers, commissioners and employees as an additional insured. Use Form CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This 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.

F. *If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the coverage's retroactive date is on or before the effective date of this Contract.*

G. *The CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the CONTRACTOR under this Contract, unless this requirement is expressly modified or waived by the COUNTY in writing.*

V. LAWS, REGULATION AND ORDERS AND TAX LAW COVENANT

A. *The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.*

B. *The CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the COUNTY to terminate this Contract, to pursue and recover any 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, at law, or in equity, including but not limited to:*

- 1. Termination of this Contract, in whole or in part;*
- 2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the COUNTY'S setoff right, without penalty; and*
- 3. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The COUNTY shall be entitled to recover any and all damages suffered as the result of the CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.*

These remedies are cumulative to the extent the remedies are not inconsistent, and the COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

C. *The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:*

- 1. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;*
- 2. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, to the CONTRACTOR'S property, operations, receipts, or income, or to the CONTRACTOR'S performance of or compensation for any work performed by the CONTRACTOR;*
- 3. Any tax provisions imposed by a political subdivision of this state that applied to the CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by the CONTRACTOR; and*
- 4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.*

VI. SUBCONTRACTS:

The CONTRACTOR shall be responsible to the COUNTY for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining any subcontract.

VII. TERMINATION-AMENDMENT:

A. *This Contract may be terminated for the following reasons:*

- 1. This Contract may be terminated at any time by mutual consent of the parties, or by COUNTY for convenience upon thirty (30) days' written notice to the CONTRACTOR;*

- 2.** *The COUNTY may terminate this Contract effective upon delivery of notice to CONTRACTOR, or at such later date as may be established by the COUNTY if:*
- a.** *Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the COUNTY is prohibited from paying for such work from the planned funding source; or*
 - b.** *Any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.*
- 3.** *This Contract may also be immediately terminated by the COUNTY for default (including breach of Contract) if:*
- a.** *The CONTRACTOR fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or*
 - b.** *The CONTRACTOR fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger the performance of this Contract in accordance with its terms, and after receipt of notice from the COUNTY, fails to correct such failure within ten (10) business days;*
- 4.** *If sufficient funds are not provided in future approved budgets of the COUNTY (or from applicable federal, state, or other sources) to permit the COUNTY in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, the COUNTY may terminate this Contract without further liability by giving the CONTRACTOR not less than thirty (30) days' notice.*
- B.** *This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County.*
- C.** *This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.*

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

XXXXXXX
[Address]

CLACKAMAS COUNTY

Authorized Signature

XXXXXX
XXXXXX

Name / Title (Printed)

Date

Date

Telephone Number / Fax Number

APPROVED AS TO FORM

**Oregon Business Registry #*

County Counsel

Entity Type / State of Formation

Date

** Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.*

ATTACHMENT A
REQUEST FOR PROPOSALS
(to be inserted at the time of contract execution)

ATTACHMENT B
PROPOSAL RESPONSE
(to be inserted at the time of contract execution)

INSURANCE CERTIFICATES

EXHIBIT 1 PRELIMINARY REVIEW OF WATER TOURISM

Unearthing Liquid Gems in Mt. Hood Territory

1. Introduction

Mt. Hood Territory boasts five significant rivers, and a number of lakes. The upper Clackamas, Sandy, and Molalla rivers flow through mountain wilderness, while remote mountain lakes offer off the grid experiences not commonly found close to urban corridors with a strong tourism draw. The Willamette passes the destinations urban centers and holds tremendous potential to be a destination draw and water recreation showpiece. The mostly urban Tualatin River boasts a national wildlife refuge. While these rivers lakes are popular with locals, they are underutilized tourism assets. Mt. Hood Territory can play a lead role in fomenting faster, smarter growth that maximizes benefits for the local economy and protects its natural resources.

This concept note explores the opportunities and barriers Mt. Hood Territory would face in developing and implementing a water recreation strategic plan. Fortunately, a variety of user groups are already exploring these rivers and lakes, and a number of stakeholders are invested in the success of outdoor recreation in Oregon. The methodology for creating this report includes:

- Interviews with river guides and outfitters who understand current use, and the opportunities and barriers that influence their business's ability to grow
- Interviews with land management agencies and PGE, which control access on many waterways
- A review of Mt. Hood Territory's master plan, the agritourism strategic plan as a potential peer for a water recreation strategy, and the existing database of water based assets
- A review of the Bike Tourism Studio (BTS) outcomes
- Interview with Travel Oregon's VP of destination development
- Research on user types and trends for outdoor recreation, and specifically water based outdoor recreation
- A review of good practice around destination based water recreation in the U.S.

When these inputs are analyzed through a SWOT Analysis and compared to Mt. Hood Territory's Master plan, a few major themes emerge:

- Mt. Hood Territory has the opportunity to be a leading destination with the state's first water recreation-specific strategic plan.
- Water recreation in Clackamas County has potential to become an economic driver and mainstay of the destination's brand.
- In order to convert these natural resources into fully leveraged tourism assets, destination managers will need resources to develop product, and marketing campaigns targeting niche user types.
- A successful template exists. Replicating BTS for water recreation will incentivizes the private sector, non-profits, county and municipal governments to contribute to the success of a water recreation strategy.

Unearthing Liquid Gems in Mt. Hood Territory

Finally, water based recreation already has traction in the region. Four outfitters offer paddling trips on the Clackamas River, and more on the Sandy. Several professional guides offer day charters to pursue salmon, steelhead and trout. Many of these outfitters have a history of collaborating with Travel Portland to promote day trips from the city. The new “Fish Finder” on the Mt. Hood Territory site marks a transition to tourist oriented outreach for water recreation. A portion of the Molalla River was recently designated as a state scenic waterway. This traction, and more, has created a foundation for success, which helps ensure that Mt. Hood Territory can play a catalytic role in developing and promoting water based recreation.

Issues to address

Much work needs to be done to translate this success into smart growth for the tourism industry. For example:

- Rivers and lakes are thought of as single entities more than as part of the destination’s brand and offering
- The number of federal, state, and local agencies that influence access and river use has inhibited a comprehensive, pro-tourism strategy
- While most of the Clackamas and Sandy Rivers pass through scenic landscape and are ideal for paddling and fishing, the vast majority of potential users see the lower portions that run through urban areas, and perceive them as such.
- Marketing of the areas rivers and lakes is done ad-hoc by outfitters or land management agencies concerned with a single aspect of use or access, rather than as complimentary offerings that create a destination draw. In other words, without a smart tourism strategy, there is enough of a draw to get people to take day trips from Portland, but not to see Mt. Hood Territory as a destination for paddlers and fishers. A good strategy will translate these assets into a destination draw that increases overnight stays.

Advantages of water recreation

The types of water recreation native to Mt. Hood Territory is a destination managers dream for three main reasons:

1. Niche users are passionate about their hobbies and are willing to spend money on travel to a well-developed destination for new experiences.
2. The county’s rivers and lakes offer year-round experiences, including fish runs and high flow paddling, that coincide with the shoulder and off-season.
3. The county’s rivers and lakes are geographically spread out, and can be strategically managed to reduce pressure when carrying capacity is stretched – and designed to benefit rural communities outside Greater Portland/Willamette Valley.

In addition, water recreation aligns with Mt. Hood Territory’s master plan and existing brand. It also aligns with Travel Oregon’s outdoor recreation marketing

Unearthing Liquid Gems in Mt. Hood Territory

agenda, and can be aligned with the Oregon Tourism Commission's existing resources for destination development.

Bicycle Tourism Studio Precedent

The path for a successful Water Recreation Studio (WRS) has been cleared by the Bike Tourism Studios (BTS), implemented in Mt. Hood Territory in 2012. Nine communities implemented six initiatives that draw tourists and enhance the visitor experience, including: directional signage, planning in coordination with ODOT, new agritourism biking events, shelters, early adoption of Travel Oregon's bike friendly business program, and the launch of a bicycle newsletter.

Water recreation will require similar initiatives that curate the visitor experience, require interagency planning, produce niche events, fund amenities, co-create a new program with Travel Oregon and organize communication between stakeholders and a new niche market. Though the content of this program will be unique, the process is a proven success.

Similar to the BTS, the WRS will create a common vision for product development and marketing, which will catalyze community-owned projects eligible for funding from Mt. Hood Territory's grant program.

The WRS will have four main goals:

1. Activate community partners
2. Meet local desires, especially those of local businesses and municipalities
3. Align development grant cycles
4. Develop new tourism product in alignment with user demand

2. User Types and Trends

Water recreationists is a diverse group that is best understood by looking at specific user types. The Outdoor Recreation Participation Report, 2014 provides data on numbers of users and growth trends between 2010 and 2013.

Primary User Types

- Fishermen and women, the single most popular water based outdoor recreation activity in the U.S. boasts 31 million adult participants – nearly 15% of all adults
- White water kayakers, which increased 6.6% in recent years
- Touring/sea kayakers, up 8% in recent years
- Stand up paddle boarders (SUP), which is seeing more growth than any other water based recreation at 24%
- Rafters, which has declined in popularity in recent years but still attracts a significant amount of users and is easily monetized by outfitters
- Canoeists, still the most common way for recreationists get on the water in non-motorized boats
- Motorized boaters, including wake boarding and water skiers

Unearthing Liquid Gems in Mt. Hood Territory

- Tubers, which is significant in Clackamas County but less so as a destination draw

Secondary User Types

- Birders
- Hikers
- Wildlife viewers
- Athletes of adventure races and off-road triathlons. While not exclusively water based recreation these races have grown at 28% and 25% respectively, making them the fastest growing outdoor recreation activity in recent years. These events are a strategic way to introduce new travelers to a destination like Mt. Hood Territory and can be compelled to take time before and after events to explore the areas they compete in.

Hybrid

Kayak fishing is behind only stand up paddle boarding as the fastest growing water based outdoor recreation activity – at 20%. It is the fourth fastest growing outdoor recreation activity in the U.S., behind adventure races, off road triathlons and SUP. Given the prevalence of outfitters in the region, and Greater Portland, and the availability of flat water fishing opportunities in the Mt. Hood Territory, this user group could be an important target market.

Water based outdoor recreation trends

National data collected in the 2014 Outdoor Recreation Report shows how user trends changed between 2010 and 2013, and offer insight into the types of events, amenities, infrastructure, and marketing the destination might invest in to appeal to niche users.

In 000s

Activity	2010 # users	2013 # users	3 yr. change
Adventure racing	1,339	2,213	28.4%
Canoeing	10,553	10,153	-1.2%
Fly fishing	5,478	5,878	2.4%
Fresh water fishing	38,860	37,796	-0.9%
Kayak fishing ¹	1,044	1,798	20%
Rafting	4,460	3,836	-4.6%
Recreational kayaking	6,465	8,716	11.1%
White water kayaking	1,842	2,146	6.6%

Mt. Hood Territory is rich in water based tourism experiences. The diverse geography and seasonality of experiences for specific user types makes it possible to

¹ data not collected before 2010

Unearthing Liquid Gems in Mt. Hood Territory

invest in product development and marketing that increases visitation and spend throughout Mt. Hood Territory, and throughout the calendar year.

User Type	Locations	Season
Fishing	All rivers and lakes	
- Steelhead	Sandy, Molalla, Clackamas Rivers, Eagle Ck.	off season
- Coho	Willamette, Clackamas and Sandy Rivers	shoulder seasons (fall and spring)
- Chinook	Willamette, Clackamas and Sandy Rivers	shoulder season (fall and spring)
- Trout	Upper Clackamas, Zig Zag and Salmon rivers, North Fork Res, mountain lakes	year round
- Sturgeon	Willamette	off season, shoulder season (late fall, early spring)
White water kayaking	Upper Clackamas, Sandy River Gorge, Molalla (potential)	shoulder seasons
SUP	Willamette River, area lakes	high season
Rafting	Upper Clackamas, Sandy River Gorge	shoulder season
Canoeing	All road-access lakes, lower Sandy and Clackamas Rivers, Willamette River	high season, some shoulder season
Motorized boating	Willamette River, Estacada Lake, North Fork Reservoir	high season, some shoulder season

Illustrative examples based on interviews with stakeholders, not meant to be comprehensive. A comprehensive asset and user group mapping exercise is recommended when developing a water recreation strategy

More data on water recreationists behavior as tourists will benefit the strategy. Specifically, knowing how long different types of users vacation, what they typically spend during their recreation focused travel, and what motivates their travel will help destination managers know which types of projects and marketing will meet the goals of increasing spend and overnight stays.

3. Willamette Falls White Water Park

Unearthing Liquid Gems in Mt. Hood Territory

The proposed white water center will benefit from a successful Mt. Hood Territory water recreation strategy. Conversely, the construction of a white water center will have significant, measurable benefits for water based recreation in the territory. Water recreation will increase the odds that the Willamette Falls Whitewater Center will be developed in several ways. First, data can be captured to demonstrate the rate of return on investment for paddler oriented destination development and marketing. Second, whitewater specific marketing campaigns will help put Mt. Hood Territory on the map as a regional paddling destination, which will help create demand for the center. Third, the coalitions that will be built to develop and promote river recreation will become advocates of the center, building public and political support.

The white water center will generate visitor spend throughout the region. The center will become a hub for paddlers, with day trips to area rivers and lakes as spokes driving demand to rural areas. Packaged and promoted, these assets offer a critical mass of attractions needed to draw niche users nationally and internationally. While the center is projected to bring in over \$10 million a year from overnight visitors, that number should increase for Clackamas County as paddlers extend their stays to visit the areas rivers and lakes.

4. Interview Findings

Interviews were conducted with ten stakeholders from the paddling, fishing, and land management communities.

Paddlers – interviewees included Pete Giordano, Blue Sky Whitewater Rafting, Sam Drevo, Director Northwest River Guides LLC, eNRG Kayaking, Justin Rae, All Star Rafting and Kayaking

Paddling company owners report that growth is slow but steady and mention the challenges of working with land management agencies, particularly the Forest Service as key challenges. The Forest Service is largely seen as a good partner but there is a feeling that the Forest Service tolerates paddling while offering no proactive support to help make businesses successful. The legacy of timber still overshadows outdoor recreation and influences land management mentalities, making it difficult for business owners to act on innovative ideas. Another key challenge is staffing expert guides. One business reported turning away 25% of potential clients due to a lack of staff.

The paddling community also underscored the differences between the Molalla, Sandy, and Clackamas Rivers, noting that the different hydrology and geography of the major rivers require specific planning and marketing for each. The Molalla, in particular is unique because of its unpredictable flows and more technical rapids. With its recent state designation, it will likely appeal to paddlers seeking a wilderness adventure over family trips.

Unearthing Liquid Gems in Mt. Hood Territory

Most paddling in the Mt. Hood Territory has been on the Clackamas and Sandy Rivers, but outfitters see flat water experiences on the North Fork, Estacada Lake, and mountain lakes as a growth opportunity. A rising tide of water recreation users lifts all boats. Visitors or customers for one business benefit another because the initial experience introduces them to the destination and other recreation opportunities.

The rivers in Mt. Hood Territory are unique from the longer, larger runs of central and southern Oregon rivers. Larger rivers in other parts of the state have a long history of rafting, so land management agencies understand what businesses need to be successful. That's not the case for agencies managing access to rivers in Mt. Hood Territory.

"I've been on the Clackamas River for 20 years. It still feels like the wild west."

Another major inhibitor to growth is inability to house an office on the Clackamas River, which would have to be spearheaded by the Forest Service.

Key findings – paddling community Needs

- Unified voice promoting river recreation and creating the groundwork for business success
- Overnight lodging on par with the quality river experience offered
- On-water infrastructure for paddling office that could be shared by multiple companies
- Car break-ins deter recreationists
- Tuber floaters litter, sometimes misuse rivers, damaging public perception of water based recreation
- Differentiate brand between upper and lower sections of the Clackamas and Sandy

Opportunities

- Flat water, growth of SUP, and guided paddling trips on lakes
- PGE is a good partner, providing new trails, parking lots, restrooms, rail slides. The recreation committee can be replicated and built upon
- Land and Water Conservation Fund – federal funding for land purchase

Fishers – Interviewees were Dan Cherry, Northwest Sport Fishing Association and Ron Lauzon, Ron Lauzon's Fly Fishing School

The expectation of visitors hiring fishing guides has changed, as it has in other niches of the tourism industry. Historically, visitors measured the success of their guided fishing trips by the fish netted. Now, visitors want a more robust experience that includes learning new techniques and the eco-system.

Unearthing Liquid Gems in Mt. Hood Territory

River fishing for salmon and steelhead account for most guided fishing trips. Trout fishing, especially on mountain lakes requires more of a time commitment from visitors and a willingness of the guide to curate an experience rather than focus solely on fishing. The lack of beds in Estacada and rural areas make day long trips more challenging since most visitors come from Portland hotels.

Key findings – fishing community

Needs

- Fishing guides are good fishermen, but not necessarily good at marketing, outreach, and understanding the experience that tourists want
- Access is good, but maintaining good access is a constant concern and effort
- For flat water fishing in mountain lakes to be successful, the fishing industry needs marketing support to a specific audience not looking for a short day trip. It's a different experience than guided river fishing, requiring a large time commitment, more focus on backcountry experience, and less focus on netting fish.
- A basecamp for backcountry fishers

Opportunities

- Flat water fishing is underutilized. Could be a good opportunity when salmon and steelhead are not running
- Pursuit of federal funding to buy land along river banks and open them up to the public
- Include more existing fishing related content on the Mt. Hood Territory's site
- Promote the fishing specific opportunities through other channels that highlight it
- Help Estacada become basecamp for backcountry fishers and upper Clackamas river paddlers

Land and city managers – Interviewees included Terra Wilcoxson, City of Estacada, Alex Phillips, ORPD and Guy Rodrique, Milo McIver State Park, and Tony Denet, PGE

At a state level, Oregon Parks and Recreation no longer has staff committed to water trails. This is both a barrier and tremendous opportunity for Mt. Hood Territory. ORPD supports the Willamette Water Trail but is unable to spearhead new water trails. To the contrary, PGE has committed resources to improve access to the Clackamas River and leads an outdoor recreation committee that guides the development of new infrastructure on the Clackamas River. Guy Rodrigue, has aspirations to allow concessionaires into Milo Mcgyver State Park, which would allow outfitters to have an office, and rentals on site.

Land managers expressed a willingness to collaborate on regional destination development, but are limited by geographic scope and workload. Still, there is enough alignment to make land managers a key part of a water based outdoor

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recreation strategy, and small gains on specific properties will translate to big wins for the destination.

City of Estacada, Terra Wilcoxson

The city of Estacada is aware of its potential to become a basecamp for outdoor recreation in the area, and working to create the infrastructure it needs. For example, the city just completed a new brand development, and is working on an alternative lodging network that will provide inventory for overnight stays. It is also working on a parks and recreation master plan that will feature the Clackamas River, build new walkways, and a non-motorized boat launch. Terra is part of the PGE recreation working group, which has a coalition of users and managers working to improve access and fulfill PGE's licensure.

Clackamas River Outfitter opened in Timber Park last year and based on its success will expand to Promontory Park in 2016 – possibly opening a downtown Estacada office as well.

Key findings – City and land management agencies

Needs

- Continued development of Estacada and implementation of Parks and Recreation plan
- Promotion as a hub for outdoor and water based recreation in Mt. Hood Territory.
- Increased lodging inventory through alternative lodging network

Opportunities

- Growth and promotion of the whitewater festival. Could grow from 150 to a much larger, visitor oriented crowd
- Promote overnight stays in Estacada through the alternative lodging network
- Recruit and promote outfitters with physical presence in Estacada

5. Best Practice

Rivers and lakes are obvious tourism draws. Most of these assets are developed and marketed as single entities, and often by land management agencies – rather than as a set of assets that define a broader destination. In Oregon, for example, the Bureau of Land Management (BLM) promotes the North Umpqua River with a Wild and Scenic Rivers guide,² as well as the portion of the Rogue River within the National Wild and Scenic River corridor³.

Despite their obvious role in tourism, rivers and lakes are rarely developed and marketed as a suite of recreation opportunities. Midwestern states, and Colorado, have invested in state-wide water recreation plans and created guidance materials

² http://www.blm.gov/or/districts/roseburg/recreation/wild_and_scenic_river/

³ <http://www.blm.gov/or/resources/recreation/rogue/index.php>

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for destinations within the state⁴. Some best practice can be gleaned from their experiences. Though they are paddler focused, similar standards could be developed for fishing and other water based recreation.

According to those sources, water Trail development usually takes 3-5 years from inception to designation. There are four types of water trail experiences:

1. Gateway experience – predictable experience at normal flow; good introductory experiences for beginning paddlers. No portage required. Intended for high use levels. Amenities are available at launch. Launches are stable and have gentle slopes
2. Recreational experience segments – require more skill (than gateway). Some skill to maneuver around hazards may be needed at normal flow. Short portages possible. Amenities sometimes present and launch surfaces less stable than gateway.
3. Challenge experience – Not for beginners. Moderate to high number of hazards. Multiple long or short portages may be required. Amenities not usually available. Launch areas usually less accessible.
4. Wilderness experience – Minimal human made amenities and distractions. Launch design and spacing of access points assumes above average physical condition. Overnight primitive camping facilities let paddlers use routes on multi-day experiences. Facilities are minimal, primitive and without signage

When developing marketing and communications materials, destination managers should articulate:

- Time needed for a trip
- Availability and location of amenities, restrooms
- Amount of paddling experience necessary at different water levels

Water trail development Should be developed in ways that match their settings and produce low or no impact on the stream and riparian, or stream-edge, ecosystems, minimize impact on natural resources, and help connect users to the type of experience they seek. Communication should standardize classifications, warning signs and wayfinding, and align the users' expectation with the experience.

Ongoing marketing of water trails is as important as their development. The Sandy River Water Trail is hosted online by the City of Sandy. Further research should be done to determine how many users find the site, how useful it is at different stages in the marketing funnel, how it might be linked to the destination's promotion or revamped to align with best practice in destination marketing.

⁴ For example, see <http://www.iowadnr.gov/Things-to-Do/Canoeing-Kayaking/Water-Trail-Development-Tools/Water-Trails-Toolkit>

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6. SWOT Analysis

This analysis is based on Mt. Hood Territory's water based assets as related to user types and trends. It also includes input from interviews with local paddling operators, land managers, and city managers.

<p style="text-align: center;">Strengths</p> <ul style="list-style-type: none"> • Alignment with existing master plan • Alignment with the Mt. Hood Territory and Travel Oregon brand and marketing • Engages a wide range of stakeholders: private, public and non-profit • Targets niche user types that spend money on their experiences and can be targeted through specific marketing channels • Willamette Falls heritage work adds cultural draw to the destinations main river • Helps ensure sustainable use of natural resources, enhancing and protecting the destination assets • Broad recognition that rivers and lakes tourism has potential to benefit a range of stakeholders • Diverse assets: white water, lakes, flat river, streams. • Diverse and year round species of game fish • Existing outfitters report growth 	<p style="text-align: center;">Weaknesses</p> <ul style="list-style-type: none"> • Lack of agency investment in water trails and river designation • Lack of data on destination specific user types • Fractured efforts from agencies, municipalities, etc. complicate comprehensive planning and implementation • Inability of outfitters to have physical structures on Forest Service property at present • Lack of a state-wide water trails development capacity
<p style="text-align: center;">Opportunities</p> <ul style="list-style-type: none"> • Proven model exists for product development – BTS and RTS • Catalyze and leverage Willamette Falls Whitewater Center • Whitewater center can be a world class facility that bolsters visitation to other area rivers and lakes • Willamette Falls heritage area is gaining momentum and can add compliment water recreation activities • Convert under-utilized natural resources into tourism assets with quantifiable ROI • Create a network of stakeholders that will invest in water recreation and steward resources in the future in a way that achieves the destinations goals • Fishing and white water kayaking are often best during the shoulder and off-season, when runs peak and flows are high enough to attract experienced paddlers 	<p style="text-align: center;">Threats</p> <ul style="list-style-type: none"> • Complex network of land management agencies need to be navigated • Potential competition between user types (low) • Potential crowding if users are not intentionally spread out geographically and seasonally • Local tradition of inner tube floaters pollutes rivers, damages brand

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<ul style="list-style-type: none">• Estacada can become a basecamp for rural water based recreation• DMO marketing expertise can complement land managers' efforts and fill the communication vacuum.• Rivers, lakes and their corresponding activities can be packaged and promoted to create a destination draw	
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7. Recommended Next Steps

Short-Term (12 months)

Quick Visible Wins – designed to build support amongst local stakeholders and demonstrate success

- Revamp and revive the Sandy River Trail; promote enhanced river trail
- Convene a group of stakeholders to create a Clackamas River Trail
- Engage upper Clackamas whitewater festival and explore grants to grow the event
- Join the PGE recreation group, hosted by Tony Dentel
- Procure a bank of water recreation photography for website, itineraries, and other marketing collateral

Institutional Building Blocks

- Institutionalize a standardized classification system for types of use, water flow, amenities, etc. and ensure that it is consistently used in all water based communication and signage
- Conduct in-depth asset mapping of lakes and rivers
- Partner with PGE and tap into the recreation working group as possible
- Map owners and land management agencies that manage (potential) access points to lakes and rivers.
- Create a database of local businesses with a stake in increased water based tourism.
- Create a baseline for visitor spend in the destination per user type in order to quantify success and adjust marketing strategies based on benchmarks.
- Begin outreach to county, state, and federal land management agencies with jurisdiction on lands bordering water assets, waterways and bodies of water. Agencies include: Oregon Department of Fish and Wildlife, Forest Service, BLM, Clackamas County, Oregon Parks and Recreation, PGE
- Audit online presence of water related communication for tourists
- Partner with Travel Oregon to create a Water Recreation Studio
- Explore federally funded programs like Land and Water Conservation Fund, that could be used to make significant gains in access

Mid-Term (2-5 years)

- Implement a series of Water Recreation Studios

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- Explore Oregon Scenic Waterways Program
- Explore Wild and Scenic River designation if relevant to area rivers
- Map state and federal funding opportunities to enhance regional water based recreation: Recreational Trails Program (ORPD), Land and Water Conservation Fund
- Work with State Parks to allow in park concessions
- Train fishing guides on visitor expectations
- Create and support collective marketing of local fishing guides, local paddling outfitters
- Produce promotional materials, including video to highlight Mt. Hood Territory as a water recreation destination.

Long-Term (6+ years)

- Partner with Forest Service to outline and streamline process for permitting businesses and better support existing businesses
- Promote Estacada as basecamp for upper river and mountain lake experiences
- Share success as a template for state-wide initiatives that promote water based recreation opportunities and help destination managers develop product and marketing materials aligned with target user groups