

# **REQUEST FOR PROPOSALS #2022-96**

# **FOR**

#### TRI-COUNTY CBO CONVENER

# **BOARD OF COUNTY COMMISSIONERS**

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

> Gary Schmidt County Administrator

Thomas Candelario Contract Analyst

# PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 16, 2022

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

# **SCHEDULE**

Request for Proposals Issued.	October 12, 2022
Protest of Specifications Deadline	October 18, 2022, 5:00 PM,
Deadline to Submit Clarifying Questions Pacific Time	October 25, 2022, 5:00 PM,
Request for Proposals Closing Date and Time Pacific Time	November 16, 2022, 2:00 PM,
Deadline to Submit Protest of AwardSeve	en (7) days from the Intent to Award
Anticipated Contract Start Date	December 2022

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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 2:00 PM, November 16, 2022 ("Closing"), to provide Tri-County CBO Convener Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in December of 2022.

RFP Documents can be downloaded from the state of Oregon procurement website ("OregonBuys") at the following address https://oregonbuys.gov/bso/view/login/login.xhtml, Document No. S-C01010-00004679

## **Submitting Proposals: Bid Locker**

Proposals will only be accepted electronically thru a secure online bid submission service, <u>Bid Locker</u>. *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 <a href="https://www.clackamas.us/how-to-bid-on-county-projects">https://www.clackamas.us/how-to-bid-on-county-projects</a>.

#### **Contact Information**

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

# SECTION 3 SCOPE OF WORK

## 3.1. <u>INTRODUCTION</u>

Clackamas County is seeking Proposals from vendors (conveners) dedicated to creating connections and facilitate meetings (convenings) between local government and Community Based Organizations (CBOs) to create a space with shared-power, co-creating and learning, planning of tobacco prevention and cessation strategies based on community wisdom and best practices. Convenings may be virtual and/or in-person. The outcome of this project is to build capacity in CBOs and LPHAs to collaboratively reduce health disparities, and build LPHA capacity to authentically partner with diverse community organizations and leaders.

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

In 2019 the state of Oregon passed BM 108 which increased the cigarette tax by \$2/pack, generating millions of dollars in revenue for tobacco prevention work. The largest portion of this revenue was prioritized for Community Based Organizations (CBOs) who serve communities that experience higher rates of tobacco-related health disparities.

The Oregon Health Authority (OHA) funded over 50 community-based organizations serving culturally diverse communities and communities of color in the tri-county metro region to address tobacco-related health inequities. OHA encourages CBOs to collaborate with the tri-county Local Public Health Authorities (LPHAs) in Clackamas, Multnomah, and Washington Counties.

#### 3.3. SCOPE OF WORK

# 3.3.1. Scope:

- 1. Facilitate recurring convenings with culturally diverse organizations and LPHAs
  - a. Apply adult learning theory, popular education, and various facilitation methods
  - b. Engage and facilitate a very diverse audience in a culturally congruent manner
  - c. Integrate fun and engaging elements such as scavenger hunts, prizes for completing passports, random drawings, networking awards, etc.
  - d. Build relationships between Black, Indigenous, and People of Color (BIPOC) organizations and local government, create an environment of shared power and a culture of learning
  - e. Translate project goals to an engaging conference/convening
  - f. Create inspiring bi-monthly convenings toward community building and goal setting.

#### 2. Manage project

- a. Plan with a project team comprised of LPHAs and CBOs, scope projects, set various benchmarks and herd the elements of a plan for complex, multi-purpose regular convenings of large groups
- b. Translate vision of the project team and break down all elements into tasks and timelines

- c. Manage meetings with project team to ensure all elements are developing to plan and in orchestration with one another
- d. Conduct debrief meetings after each session in a series to glean lessons learned and plus/deltas
- e. Provide concise and helpful communication ongoing to project team to kindly and supportively move the planning process forward

#### 3. Assess needs and evaluate progress and outcomes

- a. Develop a range of needs assessment activities and modes of gaining insights from a large group
- b. Engage with a fully BIPOC audience in a culturally congruent manner
- c. Integrate technology i.e., real time cell phone single question surveys into a needs assessment process
- d. Facilitate engaging focus groups as needed for very diverse audiences
- e. Compile varied data in an overview with recommended prioritization and an action plan
- f. Include fun/community-engaging needs assessment questions and methods to create and build relationships
- g. Conduct ongoing process evaluation of the convenings for quality improvement

#### 4. Technical Assistance

 Based on assessment findings, summarize opportunities for development, recommend capacity building strategies and subject matter experts to provide trainings and facilitate learning.

#### 5. Manage logistics

- a. Host virtual and/or in-person meetings of 200+ people
- b. Book venues, managing tech needs
- c. Order food, with attention to diverse diets and a desire to build a welcoming offering for a very diverse group of attendees
- d. Manage email/invite/RSVP systems, setting name tags, agendas, and other elements of the convening
- e. Provide staging of the event for various setups including "speed dating", comment walls, mini presentations, full group presentations, meal sharing, vendor tabling, etc.

#### 6. Live-time and prepared translation

- a. Engage or utilize existing relationships with varied language group experts to serve an ongoing convening of diverse community agencies
- b. Live-time translation technology such as earpieces and ability to coordinate live translation at a series of meetings, including ability to support ADA needs such as teleprompt, sign language interpreters, etc.
- c. Coordinate advance translation into core languages of handouts/presentations/other written materials

#### Contractors Requirements/Desired Qualifications

- a) Staffing and expertise with lived experience and engagement in very racially diverse communities (53 grantee agencies are nearly all representing BIPOC organizations)
- b) History of successful convenings of large groups over time and integration of emerging practices and lessons learned for continued quality improvement
- c) Proven capacity in clear communication and proven ability to work with various vendors, with special attention to needs of BIPOC attendees and consultants
- d) Experience with a range of both brief and intensive needs assessment methods
- e) History of working with language need assessments to develop a plan to best serve event attendees in a language that serves their needs
- f) Impeccable communication about plans in advance of event
- g) Consulting staff must have extensive experience working closely with culturally diverse and underserved communities, particularly BIPOC organizations
- h) Travel to meeting location in tri-county area will be necessary; mileage will be reimbursed and organization must follow Clackamas County's travel policy.

#### 3.3.2. Work Schedule:

Milestones and deliverables by June 30, 2023

- a) Three convenings with CBOs between February June 2023
- b) A minimum of 75% of CBOs attend convenings
- c) Meeting materials, translated as needed
- d) Project planning notes and debrief summaries
- e) Recordings of convenings with CBOs and LPHAs, list of attendees, and written notes summarizing themes, action items and next steps.
- f) Needs assessment and collective action plan
- g) Process and outcome evaluation report

#### 3.3.3. Term of Contract:

The term of the contract shall be from December 1, 2022 through June 30, 2023.

**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 <a href="https://www.clackamas.us/finance/terms.html">https://www.clackamas.us/finance/terms.html</a>.

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
<ul> <li>✓ Article II, Paragraph 28 – Confidentiality</li> <li>✓ Article II, Paragraph 29 – Criminal Background Check Requirements</li> </ul>
Article II, Paragraph 30 – Key Persons
Article II, Paragraph 31 – Cooperative Contracting
Article II, Paragraph 32 – Federal Contracting Requirements
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

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

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

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

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

#### 4.2 Evaluation Criteria

Category	Points available:
Proposer's General Background and Qualifications	0-40
Scope of Work	0-50
Fees	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.** Complete Proposals must be mailed to the below address or emailed to <a href="Procurement@clackamas.us">Procurement@clackamas.us</a>. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.
- **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 Proposer's General Background and Qualifications:

- 1. Team bios and resumes
- 2. Description of how consultant meets the minimum requirements for this work and what sets them apart from other consultants who deliver similar services
- 3. Philosophy that centers on community wisdom
- 4. Racially/ethnically diverse staff
- 5. Demonstrated experience in similar work

#### 5.3. Scope of Work

- 1. A project description
- 2. The approach
  - a. What types of facilitation methods and activities will be included to engage culturally diverse audiences?
  - b. What strategies will be applied to create an environment of shared power and a culture of learning, and build relationships between BIPOC organizations and local government?
  - c. Please describe how feedback from CBOs will shape future convenings.

#### 3. Scope of Work

- a. How will the contractor work with the project team to plan for regular convenings and realize the project team's vision?
- b. How will the contractor ensure all elements are developing to plan and in orchestration with one another?
- c. How will needs be assessed and insights gained from a large diverse group?
- d. How will the work with LPHAs and CBOs be evaluated?
- e. Describe how logistics are handled for large meetings. What tools are used to track details?

#### **5.4.** 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.

#### 5.5. References

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

#### 5.6. Completed Proposal Certification (see the below form)

# PROPOSAL CERTIFICATION RFP #2022-96

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 extend 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:		