



REQUEST FOR PROPOSALS #2017-89

FOR

Willamette Falls Locks Project Management

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**

**Abigail Churchill
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: November 29, 2017

TIME: 2:00 PM, Pacific Time

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

SCHEDULE

Request for Proposals Issued.....	November 2, 2017
Protest of Specifications Deadline.....	November 9, 2017, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 22, 2017, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	November 29, 2017, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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SECTION 1

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, November 29, 2017** (“Closing”), to provide Willamette Falls Locks Project Management. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in January 1, 2018 with construction set to commence in December 31, 2019.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, 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 – Attention George Marlton, Director at the above Kaen Road address. Proposals may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Abigail Churchill, 503-742-5449, achurchill@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 bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

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

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing.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

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement 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 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. 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 Response 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” 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 Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

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

County will consider any protests received and:

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

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

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(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 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

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

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

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

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

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

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

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

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

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

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process.

Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

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

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

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

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

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

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

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

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

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the 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 seeking Proposals from qualified consultants or consult teams to act as the Project Manager for the non-federal stakeholder interests on the disposition of the Willamette Falls Locks.

On behalf of the Willamette Falls Locks Working Group (WFLWG) and the Willamette Falls Locks State Commission (Commission), Clackamas County is soliciting the services of a consultant or consultant team (Consultant) to act as the Project Manager for the non-federal stakeholder interests on the disposition of the Willamette Falls Locks. The Consultant will primarily assist with the due diligence and consensus building to support the transfer of the facility from the U.S. Army Corps of Engineers (Corps) to a non-federal agency, which could be a state or local agency.

In March 2017, the Corps released a draft Integrated Disposition Study and Environmental Assessment calling for transfer of the Locks to a local entity. The public comment period for the draft closed in July 2017 and the final draft is expected to be released in November 2017.

The Consultant will manage the full overall effort including those work elements they are directly contracted to deliver through this RFP as well as those connected work elements contracted through other mechanisms. In summary, the effort involved evaluation of the current condition of the locks, required repairs and changes for potential future operations, the possible terms of an agreement with the Corps to transfer the facility, and evaluation, selection and concurrence by the Commission of governance and finance structures through which a transfer would be implemented. The Consultant will be responsible for overall project management to keep the overall work effort on course as well as to carry out specific tasks in the work program.

While the Consultant will be acting under the guidance of several stakeholder agencies, Clackamas County will remain as the contract manager of the Consultant and their work. Clackamas County is part of every group listed below.

This contract will provide compensation in two phases over the length of the contract. The first year shall include compensation for the overall project management, governance, funding, engineering, public outreach and advocacy. The second phase shall include compensation for the overall project management, public outreach, advocacy, agency organization structure capabilities, other studies and issues as required, and draft and final recommendation report.

Please see attached draft project timeline (Exhibit A) that are hereby attached and incorporated by reference.

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

3.2 BACKGROUND

The mission of the Department of Public and Government Affairs is to provide public engagement, intergovernmental and legislative relations, and consultations and communication services to the public, the Board of County Commissioners and all departments so they can built connections and trust between people and their governments.

3.3. SCOPE OF WORK

3.3.1. Scope:

The scope of work being sought includes the following elements:

- a. Overall Project Management – A single overall project manager should be identified with responsibility to manage the full work program, including work elements being carried out by other consultants and agency staffs. It will be the responsibility of the project manager to stay abreast of issues as they develop and ensure project resources are assigned to address the appropriate and relevant issues. The project manager will also be responsible for effectively engaging participants and stakeholders to maintain collaboration, and will be expected to coordinate with Oregon Solutions staff who are facilitating the State Commission efforts, ECO Northwest who is under contract to complete and Economic Opportunity assessment, and the Oregon Department of Justice who is funded to provide legal support.
- b. Governance – A key conclusion of this effort will be to identify a transferee and the governance structure through which to implement the transfer of the Locks from the Corps to a new owner. To arrive at that conclusion, the Consultant will be responsible for the supporting analysis, including; 1) establishing guiding principles, 2) defining options for consideration, 3) evaluation of the strengths and weaknesses and 4) support to Oregon Solutions with their facilitation of the Commission’s deliberation toward a conclusion. It will also need to unveil what regulatory requirements would be assumed by a non-federal owner.
- c. Funding – The companion conclusion to the governance question will be to determine the appropriate funding strategy to implement needed capital repairs and support ongoing operations, maintenance, and periodic capital improvements. To arrive at that conclusion, the Consultant will be responsible for the supporting analysis, including: 1) establishing guiding principles, 2) defining options for consideration, 3) evaluation of the strengths and weaknesses, and 4) support to Oregon Solutions with their facilitations of the Locks Commission deliberation toward a conclusion. Funding options to be considered will include existing or new sources at both the state and local level.
- d. Engineering – The Consultant team should include a civil engineer with experience with locks. This person will be responsible for consulting with the Corps to fully understand their engineering assessment, verify the scope of work, for each repair item, confirm costs and assist the Locks Commission in finalizing an agreed upon short and long-term capital repair plan. An appropriate engineering assessment will not only identify what the needed repairs are to return the Locks to operational status, but will also establish expectations for ongoing maintenance and future repairs. These cost estimates will be input to the Funding work element (Scope of Work Section c).
- e. Public Outreach – The Consultant, working with the assistance of the full partners group (as described in the next section on Organizational Structure), will design and implement an appropriate public outreach work program with an eye toward building a base of support for ultimate implementation. This should include use of the Locks Commission for broader public education purposes, maintaining an online/social media presence, organization of periodic outreach events and ensuring the public is aware and supportive of the potential transfer of ownership and funding plan.
- f. Advocacy – The Consultant will develop and manage the best approach for any state or federal legislative and administrative advocacy stemming from recommendations by the

Commission or full partners group. This may include partnering with lobbyists already contracted with members of the partners group or could include the Consultant acting as the advocacy lead. Example of advocacy in the past related to Willamette Falls Locks include passage of SB 131 (State Legislature 2015), Passage of SB 256 (State Legislature 2017), support of federal appropriations for the Corps' Disposition Study and inclusion of Sec. 1165 of the federal WIIN Act of 2016.

- g. Agency Organization Structure and Capabilities – With the assistance of the full partners group and accessing the experience of the Corps, the Consultant will be responsible for defining the staffing and resources required for the transferee to be successful. Of particular interest will be the number of staff based upon the desired level of service to the public (i.e. operating seasons, days and hours) and their required skills to take on this new responsibility. This will also involve working with the full partners group and the Commission to define the start-up level of service to provide to the public and a possible phase-in plan for greater levels of service and the consequent increases in staffing that would be required. In addition, this task will involve documenting the federal, state and local regulatory requirements that will impact operations and defining key issues to be included in a transfer agreement between the Corps and the transferee.
- h. Other studies and issues as required – As the project manager, the Consultant will be required to identify issues to be addressed and ensure that resources from the Consultant and/or the full partners group are assigned to analyze or otherwise address the issue. While direction will be given by the State Commission and Clackamas County in general, a high degree of proactive work and independent direction will be expected from the project manager to ensure issues are flagged and addressed in a timely manner. The preferred project manager will have a firm understanding of NHPA Section 106 agreements and environmental assessments needed to carry out this requirement.
- i. Commission Proposal – The Consultant will be responsible for drafting the final Commission proposal document. This document should be written in a compelling manner to establish the case for proceeding in the manner proposed, particularly in support of funding proposals at the federal, state or local level. Factors to be addressed include legal framework, liabilities being assumed by the transferee, economic benefits, historical and cultural significance, recreation benefits, avoided costs by the USACE and long term public safety.
- j. Milestones and Deliverables – The scope is broadly defined to capture the work of the State Commission and the need to identify a transferee by providing support through governance, finance, and engineering models. However, these milestones and deliverables, as well as other studies and issues, do not currently have a formalized timeline. As these milestones and deliverables are formalized, Clackamas County will expect the Consultant to work towards these objectives and provide examples of progress monthly.

1. Organizational Structure

The following stakeholder groups will represent the Broad Team referenced earlier in the Scope of Work.

- a. Clackamas County – Clackamas County is acting as the contract manager for the Consultant. Clackamas County participates as a member in all of the following stakeholder groups, and will be managing the Consultant's contract on behalf of these groups.

- b. Willamette Falls Locks Working Group – The Willamette Falls Locks Working Group (WFLWG) is an ad hoc group of interested jurisdictions and stakeholders serving as the policy body for this effort in the interim. They have provided oversight and coordination during the Legislative session resulting in passage of SB 256 and in submission of comments to the USACE on their Final Disposition Study. Upon formation of the Willamette Falls Locks Commission (Commission), the WFLWG will disband and defer to the Commission.
- c. Willamette Falls Locks Commission - SB 256, adopted by the 2017 Oregon Legislature, calls for the creation of a Commission charged with the responsibility to recommend an implementation plan for the transfer of the Locks from the Corps to a non-federal entity. The recommended entity could be an existing or a newly created state or local agency. In addition, they are charged with identifying the recommended funding approach for short and long-term repairs, capital improvements, operations and maintenance. Recommended funding source(s) could be existing or new state and/or local sources. The Commission will be the overall policy and decision-making body. The Consultant services are intended to support the decisions for which the Commission is charged.
- d. Oregon Solutions – Oregon Solutions is a state agency housed at PSU that provides independent professional support to address complex issues involving multiple interests. Oregon Solutions will be responsible for the facilitation and support of the Commission deliberations and will provide staff support to assist in addressing issues raised by the Commission, particularly as it related to governance and finance. There will need to be close coordination between the Consultant Project Manager and the Oregon Solutions lead staff.
- e. Technical Advisory Committee – A Technical Advisory Committee (TAC) has been formed with representatives from Clackamas County, West Linn, Metro, the Port of Portland, Wilsonville, the One Willamette River Coalition and Wilsonville Concrete. This group should be used as the key consultation body for reports to the Commission and as a resource for the project manager.
- f. Funders Committee – Funding for this consultant contract is being provided by Clackamas County, Metro, West Linn on behalf of cities, Tourism organizations and marine industry representatives. Approval of the scope of services to be provided by the Consultant and acceptance of Consultant products will be through the Funders Committee.

2. Related work program

- a. Corps Final Disposition Study – The Corps has released their analysis of options including their recommended option and expect to release their final document and recommendation this fall. While this was completed to address issues of concern to the Corps, this document is a considerable body of information that can inform this state and local process as well. Additionally, the WFLWG led a significant response effort to the Draft disposition study in summer 2017. The public comments were shared and stored with the WFLWG TAC and should act as a resource for the project manager.
- b. USACE Section 106 Memorandum of Agreement (MOA) – The Corps completed a consultation process under Section 106 of the National Historic Preservation Act of 1966 to assess the impact of continued closure of the locks as a site on the National Register of

Historic Places. The MOA establishes certain obligations of the Corps to mitigate the identified impacts.

- c. Economic Benefit Study (ECO Northwest) – ECO Northwest has been contracted to complete an economic benefit study to document the potential benefits of repairing and reopening the Locks. This will be the key body of information to determine a justifiable level of investment from federal, state or local sources.
- d. Department of Justice – The Oregon Department of Justice will provide legal support to the effort, as envisioned in SB 256. This could include legal analysis of governance and funding options under state authority or compliance with federal laws and regulations controlling interactions with the Corps.
- e. Willamette Falls Heritage Area Coalition Strategic Plan and Economic Benefit Study (ECO Northwest and Bill Baker) – The Willamette Falls Heritage Area has been designated a State Heritage Area and is seeking designation as a National Heritage Area under the National Park Service program. Their application to the National Park Service includes a considerable body of information about the historic significance of the area. In addition, the Coalition is in the midst of developing their strategic plan to implement the Heritage Area and documentation of the economic benefits likely to be derived from implementation. This will provide the larger historic and cultural context for the existence of the Locks.
- f. Clackamas County Office of Tourism Study of water-based recreation - The Clackamas County Office of Tourism has contracted with CA Crane Associates to assist in developing a plan to increase water-based recreation opportunities countywide as part of a larger tourism economic development plan.
- g. Willamette Falls Legacy Project Riverwalk – The Willamette Falls Legacy Project Partners, comprised of Oregon City, Clackamas County, Metro and Oregon State Parks, are working to provide public access to the Falls through the old Blue Heron Paper Mill site. This is intended to catalyze the larger redevelopment plans for the site. Redevelopment possibilities, in part, are dependent on whether the Locks are repaired and returned to public service.
- h. West Linn waterfront plan – The City of West Linn has initiated a master planning process for their waterfront with a focused effort on the Bolton area, just west of the Arch Bridge and including excess building space owned by West Linn Paper. This area encompasses the Locks and will provide the local context within which the Locks would exist and operate.

3. Budget

The maximum annual compensation authorized for the first year of this contract shall be \$425,000. The total amount authorized for the two-year contract shall not exceed \$865,000. By providing the funding information, it should not be construed by Proposers as the default fee proposal. The County endeavors to obtain the best value it can for the quality and quantity of the work to be provided under the resulting contract.

This contract will provide compensation in two phases over the length of the contract. The first year shall include compensation for the overall project management, governance, funding, engineering, public outreach and advocacy of the Willamette Falls Locks State Commission. The

second phase shall include compensation for the overall project management; public outreach; advocacy; agency organization structure and capabilities; other studies and issues as required; and draft and final recommendation report.

3.3.2. Term of Contract:

The term of the contract will commence on January 1, 2018 and continue through December 31, 2019.

3.3.3. 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 Professional Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

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

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

- ☐ Article I, Paragraph 4 – Travel and Other Expense is authorized
- ☐ Article II, Paragraph 29 – Confidentiality
- ☐ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☒ Article II, Paragraph 30 – Key Persons
- ☐ Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- ☒ 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.
- ☒ 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.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initial 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

Responses will be evaluated by a screening committee selected by the Willamette Falls Locks Working Group (WFLWG). This committee will select candidates for final interviews, if needed. Oral interviews will be conducted at the sole discretion of Clackamas County and WFLWG staff. Final selection will be based upon the points listed below. The following criteria will be used to evaluate responses.

<u>Category</u>	<u>Points available:</u>
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Proposer's General Background and Qualifications	0-30 points
Scope of Work	0-50 points
Fees	0-20 points

Available points	0-100
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- 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 may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

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

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

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.

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

5.2. Proposer's General Background and Qualifications:

- Must demonstrate experience with Army Corps of Engineers methodologies evaluating engineering and budgeting needs.
- Must demonstrate experience managing projects with water infrastructure projects, preferably river locks or equivalent infrastructure.
- Must demonstrate experience performing due diligence work, including governance and finance modeling, for commissions or like agencies.
- Must demonstrate experience supporting projects that have reached successful outcomes.
- Must demonstrate experience managing projects with changing/evolving priorities and initiatives

5.3. Scope of Work

Scope of services includes evaluation of the current condition of the Locks, required repairs and changes for potential future operations, the possible terms of an agreement with the Corps to transfer the facility, and evaluation, selection and concurrence by the Commission of governance and finance structures through which a transfer would be implemented. The Consultant will be responsible for overall project management to keep the overall work effort on course as well as to carry out specific tasks in the work program.

Describe approach to due diligence project management for a State Commission, including:

- Understanding of Oregon SB 256 and the role of Oregon Solutions compared with the role of project management outlined in this scope;
- Understanding of the State Commission goal to identify and resolve barriers to finding a new owner of the Locks and reach a repaired and reopened solution for the Willamette Falls Locks;
- Responding to the needs of the Commission members;
- Balancing requests from commission members, Oregon Solutions, technical advisory committee, contracting agent (Clackamas County), and US. Army Corps of Engineers;

- Facilitating a technical advisory committee that will represent the staff/agency interests of commission members;
- Providing relevant information to staff and stakeholders, including Oregon Solutions;
- Anticipating due diligence needs of a large multi-stakeholder group; and
- Changing tactics in response to the need of a project and to reach successful outcomes.
- Describe experience modeling governance and financial scenarios for water infrastructure projects.
 - Evaluations should include models available to both public and private agencies.
- Describe experience advocating for state and federal legislative priorities.
- Describe experience with U.S. Army Corps of Engineers methodologies evaluating engineering needs and measuring project costs.
- Describe experience using digital platforms to build and maintain public support.
 - Specifically address short-term and long term approach to public outreach using digital platforms
 - Integrate solutions with approach to state and federal advocacy

5.4. Fees

- Please provide a fee schedule which should be on a time and material 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. If any travel expense reimbursement is contemplated in the Proposal, the County will only reimburse expenses in accordance with the County Contractor Travel Reimbursement Policy found at:
<http://www.clackamas.us/bids/terms.html>.

5.5. References

Provide three (3) references from clients your firm has served similar to the County in the past three (3) years. Provide the name, address, email, and phone number of the references.

5.6. Completed Proposal Certification (see form below)

PROPOSAL CERTIFICATION
Willamette Falls Locks Project Management

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

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

Contractor, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The 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 _____

Contractor's Authorized Representative

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

Exhibit A
PROJECT TIMELINE
Willamette Falls Locks Project Management

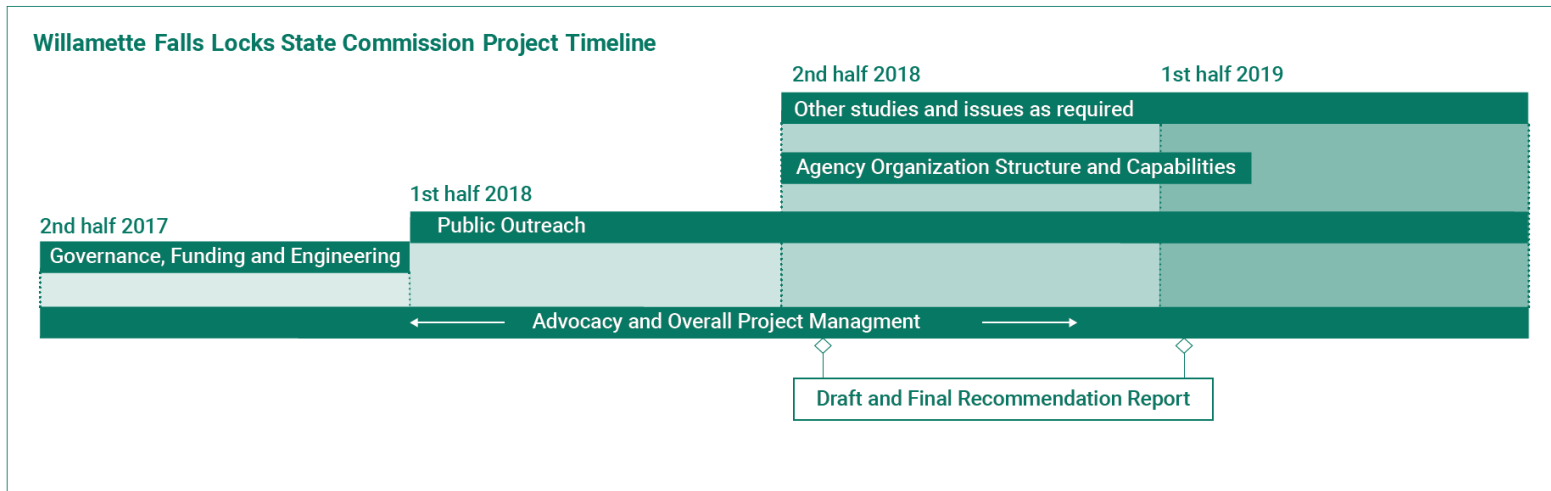


Exhibit B
Willamette Falls National Heritage Area Map

