

**Disclaimer: Language in this document is for validation purposes only and will be revised at a later time prior to beginning the pilot project.**

## **INSTRUCTIONS TO PROPOSERS**

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**A. SPECIAL CONDITIONS** Where special conditions are written in the Competitive Proposal Quote, these special conditions shall take precedence over any conditions listed under the "Contract Terms and Conditions".

**B. COST OF PROPOSAL QUOTE** Responses to this Competitive Proposal Quote do not commit the County to pay any costs incurred by any proposer in the submission of a proposal quote, in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the Competitive Proposal Quote. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

**C. CLARIFICATION OF SPECIFICATIONS** Any Proposer requiring clarification of information must submit specific questions in writing to the contact person named on the cover sheet of this CPQ.

**D. ADDENDUM** Any change to this CPQ shall be made by written addendum. The county is not responsible for any explanation, clarification or approval made or given in any manner except addendum.

**E. CANCELLATION** Multnomah County reserves the right to cancel this CPQ solicitation or award of the contract any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award.

**F. REJECTION OF PROPOSAL QUOTES** Multnomah County reserves the right to reject any or all responses to this Competitive Proposal Quote.

**G. LATE PROPOSAL QUOTES** Quotes received after the scheduled closing date for filing will be returned to the Proposer unopened.

**H. DISPUTES** In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the CPQ, the decision of Multnomah County shall be final and binding upon all parties.

**I. CLARIFICATION OF RESPONSES** Multnomah County reserves the right to request clarification of any item in a firm's proposal or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluation committee member.

**J. CONFIDENTIALITY** Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505). ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it "should reasonably be considered confidential."

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the pages containing such information with the word "CONFIDENTIAL."

If a Proposer marks every page of a proposal as "CONFIDENTIAL" the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence and, upon request, the entire proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460.

After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

**K. PUBLICITY** Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of Multnomah County.

**L. CONFLICT OF INTEREST** Proposers are required to certify (in the Proposer Representations and Certifications Attachment) whether the Proposer is or is not aware of any potential organizational conflict of interest (COI). If the Proposer is aware of a conflict, then Proposer is required to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Proposers responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer's entire organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, all contractors shall disclose any actual or potential COI. The County Attorney will determine a proposer's eligibility for award based on the information provided in the disclosure statement.

**M. COLLUSION** A Proposer, submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer and that the Proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

**N. M/W/ESB PARTICIPATION** Multnomah County strongly encourages the participation of Minority, Women and Emerging Small Businesses in this and all County projects, programs and services.

**O. EEO CERTIFICATION REQUIREMENT** PCRB Rule 60-0040 requires that all contractors furnishing goods and services to the County in excess of \$75,000 must be certified as an **Equal Opportunity Employer**. Contracts in excess of \$75,000 which originate from this CPQ are subject to the County's Equal Employment Opportunity (EEO) requirements, and will include vendor certification as indicated in Exhibit 5 of the Sample Multnomah County Contract attached to this CPQ. Contractors must be certified before a contract is executed.

**P. REFERENCES** The County reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers.

**Q. LOCAL PURCHASING PREFERENCE** Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

**R. ELECTRONIC PAYMENTS** It is Multnomah County's policy to make recurrent contract payments to contractors via electronic payment. The contractor(s) selected under this solicitation will have the option to receive payments through Automatic Clearinghouse or by credit card via ePayables.

## SPECIAL CONTRACT TERMS AND CONDITIONS

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[NOTE: This section is reserved for special terms and conditions specific to this solicitation and should not repeat terms and conditions included in an attached sample contract. Listed below are examples of terms and conditions that may not be included in particular sample contracts. Delete this section if it does not apply or if all terms and conditions are covered in an attached sample contract.]

The following Special Terms and Conditions will be included in any Contract awarded as a result of this CPQ.

- A. AFFIRMATIVE ACTION PLAN** The successful Proposer may be required as a condition of execution of the contract to submit a copy of its Affirmative Action Plan if the contract under this Competitive Proposal Quote is greater than \$75,000 or if the Proposer has 50 employees or more.
- B. AMERICANS WITH DISABILITIES ACT** Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
- C. OMB CIRCULAR A-133** "If contractor is determined by the County to be a sub-recipient of federal funds passed through the County, the contractor must submit an annual federal compliance audit in conformity with the OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations."
- D. RECYCLABLE/RECYCLED PRODUCTS** Contractors shall use recyclable products and products that contain recycled content to the maximum extent economically feasible in the performance of the Contract Work set forth in this document.

## **METHOD OF CONTRACTING**

[Identify whether a Multnomah County contract or purchase order will be used. Attach a sample of the Multnomah County terms and conditions for a purchase order (PCRB goods & services only), a sample Requirements Contract (PCRB goods) or a sample Services Contract (PCRB or Personal services). Instruct Proposers to review the terms and conditions and to include any exceptions they may have in their response. Use the section titled Special Contract Terms and Conditions for any additional terms and conditions required for a contract resulting from this particular solicitation. Do not repeat information already included in the sample contract you attach.]

## **TERM OF CONTRACT**

[Indicate the length of the contract. The term for PCRB or PUR-1 purchases can be up to 5 years as long as the contract is \$150,000 or less for that 5 year period.]

## **CONTRACT NEGOTIATIONS**

[Indicate specific project terms and conditions that may be subject to negotiation.]

## **INSURANCE REQUIREMENTS**

[Include information on County-required insurance in the solicitation and use this paragraph to indicate where the requirements can be found. If a sample Services Contract is attached, the insurance requirements can be marked on Exhibit 2. If a sample Requirements Contract is attached, check to make sure the insurance requirements in the sample contract fit this solicitation. If a sample of purchase order terms and conditions is attached, mark the required coverage on the second page of the document.]

## **PRE-PROPOSAL CONFERENCE**

[Provide pre-proposal conference information including location, time and date and identify whether the conference will be optional or mandatory.]

## **MINIMUM PROPOSAL SUBMITTAL REQUIREMENTS**

[State the minimum qualifications the Proposer must meet in order to be considered for a contract award.]

## **EVALUATION PROCESS FOR WRITTEN RESPONSE**

[Indicate how you intend to evaluate the responses and whether you would like the option of proceeding to an Oral Evaluation of the Proposers.]

## **PROPOSAL QUESTIONS & SCORING**

[Include the questions you want proposers to answer and how many points will be assigned to each question. Be sure to weight the questions for importance.

Evaluation criteria may include but is not limited to experience, qualifications, expertise, past performance, quality assurance, product functionality, and suitability for a particular purpose, as well as cost and price factors. 75% of the scored criteria is reserved for program scope and qualifications.

The remaining 25% of the scoring must be related to the vendors' Responsible Business Practices, which include practices that are environmentally friendly, socially equitable, and have positive economic impact. These questions can be about how the vendors' products or services are linked to these practices or how the vendor uses these practices in their day-to-day operations. The questions you develop must be submitted on your Sustainability Checklist and approved by Central Purchasing. See Responsible Business Practices section in Commons or contact your Central Purchasing representative for help, suggestions, or information. Please insert the questions from the Responsible Business Practice Criteria from your submitted Sustainability email. You may format and edit as needed.]

## **PRE-AWARD RISK ASSESSMENT**

Successful proposers whose contract award includes federal funding (as identified by a Catalog of Federal Domestic Assistance number) will be subject to a Pre-Award Risk Assessment (which includes an evaluation of financial stability, quality of financial /management systems, experience with federal funds, reports and findings from audits) completed by Multnomah County (if one has not been submitted in the last year) prior to the issuance of a contract. Contractors who fail to submit the required documents will not be eligible for a contract from the County.