



MULTNOMAH COUNTY DRAINAGE DISTRICT #1
1880 NE ELROD DRIVE
PORTLAND, OR 97211

Request for Proposals ("RFP")
Posted January 26, 2024

DIVERSITY, EQUITY AND INCLUSION CONSULTING SERVICES

RFP No. S-C26014-00009203

Performed on behalf of:

MULTNOMAH COUNTY DRAINAGE DISTRICT
URBAN FLOOD SAFETY & WATER QUALITY DISTRICT

| | |
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| Proposals Due: | Not later than February 22, 2024 @ 1:00 P.M. Late proposals will not be accepted or considered. |
| Submit Proposals to: | Electronic Email Address: Nhandley@mcdd.org |
| Direct Questions to: | Procurement Contact: Nicole Handley Email: nhandley@mcdd.org |

Pre-Qualification:

Required Not Required

Pre-Proposal Conference:

No pre-proposal conference will be held for this solicitation.

RFP Availability:

This RFP is available electronically through the OregonBuys website at <https://oregonbuys.gov/bsc>. Interested parties must be registered with OregonBuys to obtain and download documents. Registration is at no cost. Future notices regarding this solicitation, including solicitation addenda, will be posted to OregonBuys. See the State Procurement OregonBuys website at <https://oregonbuys.gov/bsc> for additional information regarding use of the OregonBuys system.

Proposal Documents:

Diversions, Equity and Inclusion Consulting Services RFP

- Attachment A: Sample of Contract**
- Attachment B: Proposer Information Form/Certifications**
- Attachment C: Proposer Residency Information**
- Attachment D: Certification Statement for Corporation or Independent Contractor**
- Attachment E: Insurance Requirements**
- Attachment F: Workers' Compensation Exemption Certificate**
- Attachment G: Affidavit of Non-Collusion**
- Attachment H: References**
- Attachment I: MCDD Equity Resolution #2081**

1. Introduction

Multnomah County Drainage District #1 (“MCDD”) and the Urban Flood Safety and Water Quality District (“UFSWQD”), referred to collectively as “the Districts” or “Districts.” seeks written proposals from qualified equity practitioners, individuals or teams to provide strategic planning, facilitation, and training services for its Diversity, Equity, and Inclusion (DEI) program (“Project”). MCDD recognizes that Oregon’s history of racial and ethnic segregation and discrimination has created, reinforced and exacerbated inequities experienced by members of MCDD’s community. MCDD seeks to address these impacts and transform our organization by embedding equity in everything we do. The MCDD DEI program is being designed to support staff and board members in developing an equity lens and institutionalizing policy and operational improvements that enhance the District’s service delivery, organizational culture and work with partners and the community as identified in Attachment I: MCDD Equity Resolution #2081.

1.1 About the Districts

MCDD is one of four drainage districts responsible for managing the levee and water conveyance infrastructure located along the Columbia River in Multnomah County. Through intergovernmental agreements, MCDD manages three other drainage districts in Multnomah County (Peninsula Drainage District #1, Peninsula Drainage District #2, and Sandy Drainage Improvement Company). The four districts (referred to as the “Columbia Corridor Drainage Districts”) collectively extend from the edge of Smith and Bybee Lakes on the west, to the Sandy River on the east. Each district has an elected five-member Board that makes decisions about tasks within the district’s purview. Together, these districts maintain a 27-mile levee system and a series of pumps, pipes, canals, and conveyances to manage groundwater and stormwater within sections of the Columbia Slough watershed area.

The Urban Flood Safety & Water Quality District was created by the Oregon State Legislature during the 2019 legislative session to modernize the management of the 27 miles of levee and water conveyance system that run from North Portland through Gresham, Fairview, and Troutdale. This new special district will ultimately replace the four independent Drainage Districts, each of which currently manages parts of the system, and help to establish a safer, more modern and sustainable way to manage flood safety along the Columbia River in the Portland metropolitan region. The UFSWQD will continue the work of the four drainage districts, and will take on new services, including

promoting equity and social justice in all aspects of the district's operations as a part of our legislative requirements.

The Drainage Districts were established by farmers and business interests in 1917 to drain the land along the Lower Columbia River for year-round use. The first levees were also constructed around this time to minimize flooding from the river. The US Army Corps of Engineers (USACE) made significant improvements to the levees following Congress' passage of the 1936 Flood Control Act, and again after the tragic Vanport Flood of 1948, which destroyed the city of Vanport, killing at least 15 people and leaving another 18,000 without homes.

As the local sponsors of a federally authorized levee system, the Columbia Corridor Drainage Districts are responsible for compliance with levee safety standards set by the Federal Emergency Management Agency (FEMA) and the United States Army Corps of Engineers (USACE). For residents and businesses in the historic floodplain to remain eligible for affordable flood insurance through the National Flood Insurance Program (NFIP), the levees must maintain certification through USACE and accreditation through FEMA. As long as the levee system is accredited, FEMA does not classify the historic floodplain as a "Special Flood Hazard Area," which means existing and new development is not required to build to the more rigorous Special Flood Hazard Area standards. The system must also maintain compliance with USACE's Rehabilitation & Inspection Program, which provides assistance in flood fighting and repairs in the event of a flood.

MCDD recognizes that when farmers and business interests formed drainage districts and began constructing early versions of levees, they disconnected a natural floodplain from the river, creating substantial ecological damage and cutting local tribes off from resources they had previously relied on for centuries. As time passed, development in the managed floodplain surged, creating economic growth in the region and financial gain for some, while not others. At the same time, discriminatory policies and practices by local governments led to racial disparities and social inequalities for underrepresented communities that persist to this day. Through the development of a DEI program, MCDD seeks to better understand the history and current state of the communities in its service area to inform the goals and strategies in its first equity action plan.

Prior to the pandemic, a staff workgroup participated in bi-monthly discussions and trainings to raise awareness of DEI concepts such as race, racial equity, implicit bias, and microaggressions and support the initial design of a DEI program. With guidance from a program manager, the DEI staff workgroup completed its initial equity statement. The district has adopted an Equity Policy and the workgroup has been re-established to move forward with strategic planning and implementation of an equity plan.

The DEI program is driven by three outcomes:

1. MCDD's workplace culture is diverse, inclusive, and empowers employees to advance their careers.
2. MCDD engages the community to shape decision-making, programs, and policy.
3. MCDD prioritizes and advances equity in water infrastructure management.

This RFP describes the anticipated scope of services, the information that must be included in all proposals, and the proposal selection process.

1.2 Contract Term & Structure

The Districts intend to award one contract to one firm for a period of three (3) years with an option to extend two (2) years for a total of five (5) years.

The Districts intend to enter a multi-district, non-exclusive price agreement (see Attachment A for example agreement), one for both Districts, for the Services, with each selected proposer (also referred to as “Consultant” herein).

Actual work performed pursuant to these contracts will be on an on-call, task order basis, and will be requested by the Districts in written task orders (“Task Order” or “Task Orders”). Each Task Order will contain a detailed statement of work, budget, and schedule. Consultant will itemize the services it provides to each district separately in its invoices. Any amendments to contracts must be in writing and signed by both parties.

1.3 Method of Compensation

The proposal shall include the true estimated cost for the proposed Project irrespective of the District’s anticipated cost. Additionally, this cost shall include the hourly rates of each person associated with the Project as well as the estimated number of hours each staff member will be expected to work on each task. The Districts anticipate that the contract for the Services will be based on negotiated rates.

1.4 Estimated Contract Not-to-Exceed amounts

The contract resulting from the RFP is anticipated to be awarded with a Not-to-Exceed cap total of \$200,000, broken out as follows:

| | |
|---------|-----------|
| MCDD | \$75,000 |
| UFSWQSD | \$175,000 |

1.5 **Timeline/Deadlines**

| ACTIVITY | DATE |
|---|------------------------------|
| Issuance of Request for Proposals | January 26, 2024 |
| Deadline for RFP Protests | February 2, 2024 |
| Deadline for Questions/Clarifications | February 12, 2024 |
| Deadline for Addenda | February 15, 2024 |
| Deadline to Withdraw from RFP Process | Any time before deadline |
| Deadline for Submission of Proposals | February 22, 2024, 1:00 P.M. |
| Phase I Evaluation of Proposals | February 26-29, 2024 |
| Short List and Schedule Interviews | March 1, 2024 |
| Phase II Interviews | March 8, 11, & 12, 2024 |
| Notice of Intent to Award | March 13, 2024 |
| UFSWQD Board Agenda deadline | March 14, 2024 |
| UFSWQD Board Approval of Award | March 21, 2024 |
| Deadline for Filing Protest of Award | March 21, 2024 |
| Contract Negotiations (pending District Board approval) | March 21-April 4, 2024 |
| Anticipated Contract Kickoff | April 8, 2024 |

The District reserves the right to deviate from this schedule.

1.6 **RFP Clarifications and Protests; Addenda**

a) **Informal Questions or Requests for Clarification**

Any proposer requiring clarification of the information provided in this RFP may submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the preferred form of written communication. The deadline for submitting such questions is set forth in **Section 1.5**.

b) **Request for Clarification or Protest of Solicitation or Contract Documents**

Any proposer wishing to protest this RFP or request clarification of any provision, specification, or contract term contained in the solicitation documents, must submit such questions, comments, or protests to:

Nicole Handley

Email: nhandley@mcd.org

The deadline for submitting such protests is set forth in Section 1.5.

c) **Content of Solicitation Protest/Request for Clarification**

The proposer's written request for clarification or protest of the RFP must include all of the following and otherwise comply with OAR 137-048-0240(1):

- (i) Sufficient information to identify the solicitation that is the subject of the protest or request;
- (ii) The reasons for the protest or request, including any grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, or is legally flawed;
- (iii) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (iv) A statement of the desired changes to the procurement process or the solicitation document that the proposer believes will remedy the conditions upon which the proposer based its protest or request.

d) **Addenda**

If the District determines that a change or clarification to the solicitation documents is necessary, such information, clarification, or interpretation will be supplied in a written addendum, posted on OregonBuys.

Those who have registered their interest in the solicitation through OregonBuys be notified of addenda via email by OregonBuys. Addenda will have the same binding effect as though contained in this RFP. The Procurement Official will issue all addenda. Unless otherwise specified within an addendum, District's issuance of addenda will not extend the proposal due date and time. Minor clerical errors related to or within addenda issued by District, including clerical errors in an addendum's numbering or title, do not remove the responsibility of the proposer to acknowledge all addenda. If there are any questions related to the contents of the addenda, or how to interpret them, it is the responsibility of the proposer to elevate those concerns for the District's consideration. Statements made by the District's representatives are not binding on the District unless confirmed by a written addendum.

e) **Extension of Closing**

The District may extend the proposal due date and time set forth in **Section 1.5** if it determines an extension is necessary to consider and respond to a properly filed protest under this **Section 1.6**.

2. Scope of Work

Consultant or consultant teams will generally perform the following services as requested by the Districts. Requested services may vary on a task-by-task basis and are not limited to the examples provided below. MCDD seeks strategic planning, facilitation, and training services to support the development of its initial equity action plan to advance its three equity program outcomes. These services include the following project objectives:

2.1 Proposed scope – Equity Consulting

Meet with Steering Committee to refine and finalize plan for work to be performed

Assess current status of policies and readiness.

Conduct an updated self-assessment. Based on the outcomes of the assessment, develop the following:

- goals, objectives, and strategies for the organization as a whole;
- supporting departmental goals, objectives, and strategies for Administration, Engineering, Planning, Public Relations, Operations, Finance, Executive Director, Legal, Human Resources, Procurement and Information Technology;
- timelines, metrics, and processes for evaluating effectiveness;
- training program for staff and board; and
- communication and facilitation to help scope and create the plan and desired outcomes.

2.2 Project deliverables for this RFP are estimated within this timeframe:

| Proposed Timeframe | Desired Deliverables |
|---------------------------|---|
| Spring/Summer 2024 | Review existing equity related policies and work products. Complete organization readiness assessment and organization-wide self-assessment. Create equity program framework with clear goals and outcomes, strategies, metrics, and shared definitions for each work group. Create an equity lens framework and a program implementation action plan to guide work groups’ planning and decision-making to advance progress towards goals and objectives. |

| | |
|---------------------------|--|
| | Deliver presentation(s) to staff and board as needed. |
| Fall/Winter 2024 | Provide training and facilitation to support the implementation of an equity lens framework with all-staff, individual departments, and board members. |
| Winter 2024 – Winter 2025 | Provide training and facilitation to support the development of an equity action plan using an equity lens framework with all-staff, individual departments, and individual board members. Consult with external partners and community members as appropriate. Provide regular updates to executive team and board. |
| Spring/Summer 2025 | Initial equity action plan is completed and approved by the board and a data monitoring and accountability program is in place to regularly report on progress. |

3. Proposal Format, Content, and Submission

3.1 Proposal Format

District proposal standards:

- a) Proposal includes a one-page cover letter as the first page of the proposal.
- b) Proposal Includes Attachments B, C, D, G, and H.
- c) Proposal addresses all evaluation criteria in the order presented in Section 3.4.
- d) Proposal may not exceed 10 pages in length. The page limit does not include cover or divider pages, reports, resumes, and Attachments above. District reserves the right, in its sole discretion, to not review any part of proposals longer than 10 pages.

Please do not include sales or promotional materials as part of proposal, unless requested.

3.2 Attachments: Proposer Certifications and Representations

Each proposal will include a completed Attachments B, C, D, G, and H, signed electronically. Acceptable forms of electronic signature include a scanned copy of a handwritten signature on each respective Attachment form or a signature made on each Attachment form using Adobe's Fill and Sign Digital Signature.

3.3 Proposal Components

Proposals must provide all information requested and required under this RFP. Proposals that do not provide all such information may be rejected as non-responsive.

3.4 Proposal Responses to Evaluation Criteria

Each proposal must address each of the following Evaluation Criteria completely, and in the order provided:

| Written Proposal Evaluation Criteria | |
|--|-------------------------------------|
| <p>1) Team Structure and Key Personnel Qualifications</p> <ul style="list-style-type: none"> a) Describe the team structure and approximate number of people to be assigned to the Project. <ul style="list-style-type: none"> i) If subcontractors will be engaged, detail how they will be used. b) Names of <i>key personnel</i> who will be performing the work on this project, and their: <ul style="list-style-type: none"> i) roles and responsibilities; ii) the location (City, State) of the office where they are based. iii) current assignments and location; iv) directly relevant experience on similar or related projects; v) unique qualifications; vi) demonstrated performance record on similar projects; vii) percentage of their time that will be devoted to this project. c) Provide a brief profile describing the relevant experience and qualifications of the individuals expected to work on Project including: <ul style="list-style-type: none"> i) Education background, directly related work experience, professional development and licenses ii) Unique qualifications relevant to the Scope of Work iii) Roles and responsibilities on this project iv) Percentage of their time available to this project, along with a commitment from senior management regarding staff availability v) Resumes for key individuals who will be assigned to the work d) Identify training requirements for key personnel to keep current on industry best practices. e) Proposals must identify a proposed project manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with your firm. Describe the project manager’s experience with similar projects and with managing and leading interdisciplinary teams. List other projects to which the proposed project manager is currently assigned. | <p>Maximum Points Available: 25</p> |
| <p>2) Understanding and approach to complete Scope of Work (Section 2).</p> <ul style="list-style-type: none"> a) Proposers shall provide a Scope of Work (SOW) for their proposed solution. b) The District has provided information on the tasks, deliverables, roles, and responsibilities anticipated for a successful Project. The District requests proposers use Section 2.2 as a guide when crafting their proposed SOW. c) The proposed SOW should demonstrate a clear and concise understanding of the Project. | <p>Maximum Points Available: 30</p> |

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| <p>d) For each phase identified in the proposed SOW, Proposers should provide the following information:</p> <ul style="list-style-type: none"> i) Describe the tasks and activities, the methodology that will be used to accomplish them, and which team members will work on each task ii) Describe the Deliverables that would result from each task or activity iii) Identify points of input and review with staff iv) The time frame estimated to complete each task. v) An estimated budget and schedule of fees (including any subcontractors) <ul style="list-style-type: none"> (1) Schedule to include the hourly rates of each person associated with the Project as well as the estimated number of hours each staff member will be expected to work on each task. | |
| <p>3) Capabilities</p> <ul style="list-style-type: none"> a) Describe similar projects performed within the last 3 years, which best characterize firm’s capabilities, work quality, customer service and cost control. Of the projects listed: <ul style="list-style-type: none"> i) Identify the client for which the project(s) were performed; ii) Provide name, address and phone number of a person who can be contacted regarding your performance on the project; iii) Provide description of type of work performed; b) Describe firm’s resources available to perform the work for the duration of the project and other on-going projects. c) Describe your firm's experience planning and/or managing events/meetings following green meeting best practices. Provide examples from recent projects with other clients. d) Describe your firm’s specific experience in diversity, equity and inclusion services. <ul style="list-style-type: none"> i) delivery of consistent and high-caliber customer service; ii) providing similar Services to municipal agencies. e) Describe qualifications and relevant experience of subcontractors and/or partnership entities, if any. | <p>Maximum Points Available: 25</p> |
| <p>4) Commitment to Diversity, Equity, & Inclusion. MCDD values and supports diversity and is dedicated to advancing equity in public contracting by increasing opportunities for firms certified by the State of Oregon’s Certification Office for Business Inclusion and Diversity (“COBID”). The Social Equity Contracting Strategy promotes economic growth and encourages partnering and mentoring between large and small COBID firms on City contracts. Proposing firms are encouraged to use the Directory of Certified Firms on the COBID website: https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz to identify potential certified subcontractors.</p> <ul style="list-style-type: none"> a) All proposers shall address the following in their proposals: <ul style="list-style-type: none"> i) Indicate if your firm is currently a COBID-certified firm | <p>Maximum Points Available: 20</p> |

| | |
|---|------------------------------------|
| <ul style="list-style-type: none"> ii) Indicate if this Proposal is Subcontracting to COBID-Certified Firm(s)* b) How does your team integrate equity into its work? Provide two examples that include how your team considers historic and existing inequities (i.e. race, age, gender, ability) in your services. c) How will your team help to advance the equity goals below as part of Project? Provide examples of how you will address each goal. <ul style="list-style-type: none"> i) Nurture a diverse, inclusive, and creative workforce. ii) Engage and collaborate with people who reflect the diversity of the communities the District serves to shape decision-making, programs, and policies that impact them. iii) Provide leadership to advance equity through the delivery of water infrastructure and flood safety services. <p>*Points will be awarded based upon the relative value of work performed by COBID-certified subcontractors to the overall cost of the project.</p> | |
| | <p>Total Points Available: 100</p> |

3.5 Proposal Submission

Proposals must be delivered to the electronic address set forth on page 1 of this RFP no later than the due date and time set forth in Section 1.5. Proposals not received by the due date and time will be considered late. District will reject all late proposals.

Proposals must be submitted as email attachments. Proposers may submit proposals in the form of one file or as multiple files, provided that the files are clearly labeled to correspond to the file contents.

Proposals will be submitted with the following information in the proposal cover email:

- a) RFP Title.
- b) RFP number.
- c) Proposer name.
- d) Proposer address.

Proposers assumes the risk of premature disclosure of any proposal submission due to submission in an unsecure form.

In the event of a failure of District’s system for electronic submission of proposals that interferes with the ability of proposers to submit electronic proposals, protest, or otherwise participate in this RFP, District may cancel this RFP or may extend the proposal due date and time.

3.6 Proposal Withdrawal

A Proposal may be withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, and

received digitally by the District by the deadline to withdraw from the proposal process set forth in Section 1.5 above.

3.7 Confidential Information

The District is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted under Oregon Public Records Law or other applicable law.

Pursuant to ORS 279C.107, the District need not open proposals for public inspection until after execution of the contract(s) awarded under this section. Thereafter, the District will not disclose records submitted by a proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations: The proposer must mark all proposal pages containing the records it deems as confidential under Oregon Public Records Law and must segregate those pages in the following manner:

- i. Such pages must be clearly marked with the word "Confidential" on each page of the confidential document or section of the document.
- ii. Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to District in a separate e-mail file attachment.
- iii. In its proposal, proposer must cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.
- iv. Subsections (i) and (ii) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- v. Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, the District will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (ii) above and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the Multnomah County District Attorney or a court of competent jurisdiction. Additionally, confidential information may be disclosed if the public interest requires disclosure.

Prior to disclosing items labeled as confidential, but after the District determines that the items do not qualify for an exemption from disclosure, the District will make reasonable attempts to notify the proposer of the pending disclosure.

4. Proposal Evaluation and Award
4.1 Clarification of Responses

In the event that one or more proposals are in need of clarification, the District will request such clarification in writing and will afford the proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

4.2 Site Visits/Informational Activities

The District does not intend to conduct any site visits or informational activities related to this solicitation.

4.3 Proposal Evaluation

The evaluation process of this RFP will be comprised of:

- A written proposal.
- Interviews (should the District determine they are required).

An Evaluation Committee, consisting of not less than three individuals, will evaluate responsive proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The District may assign certain evaluators specific evaluation criteria, in alignment with the evaluator's expertise. District also reserves the right to have different Evaluation Committees for proposal evaluation and interview evaluation, if it chooses to.

a) Written Proposal Evaluation

- (i) Each evaluator will independently score proposals in accordance with the Evaluation Criteria.
- (ii) The District will average the written proposal scores per category and then sum the category averages for a total written evaluation score for each proposal.

b) Invitation for Interview

- (i) After scoring the written proposals under Section 4.3(a) of this RFP, the Evaluation Committee may conduct interviews with one or more of the top-ranked proposers if the Evaluation Committee determines that interviews are necessary or desirable in its sole determination.
- (ii) The number of proposers selected for interviews is at the sole discretion of the Evaluation Committee.
- (iii) Proposers selected for interviews will be notified in advance as per Section 1.5.
- (iv) No additions, deletions or substitutions may be made to proposals during the interviews/presentations that cannot be viewed as clarification.

- c) **Interview Evaluation (if required)**
 - (i) The District will average the interview scores per category and then will sum the category averages for a total interview evaluation score for each proposal.
 - (ii) The District will sum the written evaluation score and the total interview evaluation score to achieve a total score per proposer.
- d) **References**

The District reserves the right to investigate references, including customers other than those listed in a proposer's submission. This inquiry may include without limitation investigation of past performance of any proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors. Unsatisfactory reference results may be a factor in District's final selection.

4.4 **Notification of Intent to Award**

The District will notify proposers of its Intent to Award by posting such notification on OregonBuys.

4.5 **Negotiation**

- a) After the District has issued the Notice of Intent to Award, the District will commence serial negotiations with the highest-ranked responsive proposer.
- b) At any time during negotiations, the District may terminate negotiations with the highest-ranked responsive proposer, or the next highest-ranked responsive proposer, etc. with whom it is currently negotiating if the District believes that:
 - (i) The proposer is not negotiating in good faith; or
 - (ii) Further negotiations or negotiations with the proposer will not result in the parties agreeing to the terms and conditions of a final Contract in a timely manner.
- c) If the District terminates negotiations with a proposer, the District may then commence negotiations with the next highest-ranked responsive proposer.
- d) The District reserves the right to negotiate final contract terms with the selected proposer(s) to the fullest extent allowed by law and as in the best interest of the District, including a maximum compensation level that the District alone determines is fair and reasonable.

4.6 **Award of Contract**

If the District awards a contract pursuant to this RFP, it will award a contract to the responsible proposer whose proposal the District determines in writing is the most

advantageous to the District based upon the evaluation process and criteria described in this RFP, applicable preferences, and the outcome of any negotiations authorized by this RFP.

5. Solicitation Terms and Conditions; Protest of Award

5.1 District Right to Cancel Solicitation

The District reserves the right to cancel this RFP at any time or to reject any and all proposals, if the District determines that doing so is in the public interest.

5.2 Proposer Cost of Response Preparation

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. The District is not liable to any proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.

5.3 Submitted Materials are District Property

All material submitted for any portion of a proposal in response to this RFP, or during any phase of this solicitation, will become the property of the District and will not be returned to proposers.

5.4 Additional District Reservations

The District reserves the right to reject all proposals, to reject any proposal not in compliance with all prescribed procedures and requirements, to waive any or all irregularities in proposals submitted, and to award any or all items or services contained in a proposal.

5.5 Proposal Validity

Proposals will remain valid for a period of 90 days following the proposal submission deadline.

5.6 Sufficient Information

All proposers represent and warrant that by responding to this RFP, they have been sufficiently informed in all matters relating to the performance of services solicited under this RFP and its attachments. Prior to submitting a proposal, all proposers will make a careful examination of this RFP and its provisions, including but not limited to all terms and conditions and specifications. Failure to take these precautions will not release a proposer from performing the services solicited under this RFP in strict accordance with the terms of any contract awarded as a result of this RFP.

5.7 Protests

a) Protest of Contract Award

A proposer may protest the Intent to Award a contract in accordance with OAR 137-048-0240, provided:

- (i) The proposer is adversely affected because the proposer would be eligible to be awarded the contract in the event that the protest is successful; and
- (ii) The reason for the protest is:
 - (1) All higher-ranked proposals (or, in the event multiple contracts are awarded, a sufficient number of proposals) are non-responsive or failed to meet the requirements of this RFP, or all higher-ranked proposers (or, in the event multiple contracts are awarded, a sufficient number of proposers) are not qualified to perform the services required under this RFP;
 - (2) The District has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials;
 - (3) The District has abused its discretion in rejecting the protestor's proposal as non-responsive or;
 - (4) The District's evaluation of proposals or the District's subsequent determination of Award is otherwise in violation of the District's Public Contracting Rules or the Public Contracting Code.

Label protest as: "PROTEST OF AWARD:
RFP NO. S-C26014-00009203"

Address protest to:

Trisha Schultz, Procurement & Contract Specialist

Email: tschultz@mcdd.org

- (5) All protests of Award must be in writing and physically received by the procurement official no later than 2:00 p.m. on the deadline for submitting such protests set forth in Section 1.5, unless otherwise stated in the Notice of Intent to Award.
- (6) Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
- (7) Protests not filed within the time specified in paragraph 5 above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based will be dismissed. An issue that could have been raised by

request for clarification or protest of the solicitation is not a ground for protest of award.

- b) The District will resolve all protests in accordance with OAR 137-048-0240(3).

6. Contract Terms and Conditions

6.1 Contract Award and Term

The District intends to award a single contract as a result of this RFP.

6.2 District Contract

Proposers are advised to thoroughly review and familiarize themselves with the District sample standard contract incorporated as Attachment A.

The successful proposer will be invited to enter into a contract in substantially the form attached hereto as Attachment A. It is anticipated that this will be in the form of two separate contract documents, one for MCDD and one for UFSWQD.

Any contract resulting from this RFP will be based on the RFP documents and in compliance with the District Public Contracting Rules and the Public Contracting Code.

6.3 Insurance

Proposers are advised to carefully review the insurance requirements contained in Attachment E. Proposer will promptly provide Certificates of Insurance that comply with these requirements at the District's request. In an effort to encourage participation, if any of the insurance requirements would discourage a proposer from responding to this solicitation, proposer may indicate this in their proposal for consideration by the District.

END OF RFP S-C26014-00009203
ATTACHMENTS TO FOLLOW



ATTACHMENT A: SAMPLE OF CONTRACT
MULTI- DISTRICT PERSONAL SERVICES AGREEMENT

BETWEEN

MULTNOMAH COUNTY DRAINAGE DISTRICT NO. 1
URBAN FLOOD SAFETY & WATER QUALITY DISTRICT
and
CONTRACTOR NAME

Agreement:

MC-[#####]-[###]-PSC

UFSWQD-[#####]-[###]-PSC

This Multi-District Agreement for Services (this "Agreement") is made by and between the **MULTNOMAH COUNTY DRAINAGE DISTRICT NO. 1 ("MCDD")**, **URBAN FLOOD SAFETY AND WATER QUALITY DISTRICT ("UFSWQD")** municipal corporations of the State of Oregon, (each, a "DISTRICT," and collectively, the "DISTRICTS") and **[FULL LEGAL NAME OF CONTRACTOR]** ("Contractor") for Diversity, Equity and Inclusion Consulting Services.

The parties agree as follows:

TERMS AND CONDITIONS

1. Initial Information.

a. Effective Date and Termination. The effective date of this Agreement is [insert date] or the date on which each party has signed this Agreement, whichever is later (the "Effective Date"). Unless earlier terminated as provided below, the termination date is [insert date] ("Termination Date").

b. Agreement Renewal. This Agreement may be renewed upon mutual agreement of Contractor and the DISTRICTS in writing up to five years from the initial execution of this Agreement.

c. Contractor's Contract to Provide Services. Contractor agrees to provide the DISTRICTS with the Services described in Exhibit 1 (Statement of Work) (the "Services").

d. Payment for Services. The DISTRICTS agree to pay Contractor in accordance with Exhibit 1.

e. Compensation Cap. The maximum amount of compensation to be paid to Contractor under this Agreement is as follows (the amount shown below for each DISTRICT is that DISTRICT's "Compensation Cap"):

MCDD: \$75,000

UFSWQD: \$175,000

f. Exhibits. This Agreement includes the following Exhibits:

- Exhibit 1: Statement of Work, Compensation, and Invoicing Requirements
- Exhibit 2: Insurance Requirements
- Exhibit 3: Certification Statement for Corporation or Independent Contractor
- Exhibit 4: Workers' Compensation Exemption Form.
- Exhibit 5: Contractor's Rate Schedule
- Exhibit 6: Contractor's Proposal

g. Order of Precedence. The terms of any document that forms this Agreement are subject to the following order of precedence:

1. Terms of an Amendment to this Agreement.
2. This Agreement (excluding its Exhibits).
3. Exhibits to this Agreement in the order set forth in Section 1.f above.
4. Other documents incorporated by the terms of this Agreement.

2. Time is of the Essence. Time is of the essence in the performance of this Agreement. Contractor shall provide the Services and shall complete its performance in accordance with all schedule requirements under this Agreement.

3. Agreement Administration.

a. Through a prior intergovernmental agreement signed by the Boards of Supervisors of UFSWQD, MCDD is designated to administer this Agreement on behalf of the DISTRICTS.

In the event that specified MCDD personnel are no longer able to administer this Agreement, the Executive Director of MCDD shall designate new MCDD staff to administer this Agreement. The DISTRICTS and Contractor will be notified in writing if such change occurs.

4. Subcontracts and Assignment. Contractor shall not subcontract any of the Services required under this Agreement or assign or transfer any of its interest in this Agreement, without the prior written consent of the DISTRICTS, which may be withheld without cause. In addition to any other provisions the DISTRICTS may require, Contractor shall require of any permitted subcontract under this Agreement, that the Subcontractor be bound by all the same terms and conditions of this Agreement. Such subcontracts are solely between the Contractor and the Subcontractor and shall not have any binding effect on any DISTRICT.

5. Other Contractors. The DISTRICTS may undertake or award other contracts for additional or related work, and Contractor shall fully cooperate with such other contractors and with any DISTRICT employees concerned with such additional or related work, and shall coordinate its performance under this Agreement with such additional or related work. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by DISTRICT employees.

6. Independent Contractor Status. Contractor shall certify status as an independent contractor in accordance with Exhibit 3.

7. No Third-Party Beneficiaries. The DISTRICTS and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

8. Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any. District may assign or transfer any of its interest in this contract at any time, including but not limited to upon dissolution as set forth in ORS 550.360.

9. Nonperformance. In the event of nonperformance under this Agreement, the DISTRICTS, after seven days' written notice, shall have the right to obtain from other sources such products, services, or both as may be required to accomplish the Services not performed, and it is agreed that the difference in cost, if any, for said work or products shall be borne by Contractor. For purposes of this section, nonperformance shall be defined as failure to appear and perform the Services as specified and scheduled.

10. Early Termination. This Agreement may be terminated as follows unless otherwise specified herein:

a. The DISTRICTS and Contractor, by mutual written agreement, may terminate this Agreement at any time.

b. The DISTRICTS, in their sole discretion, may terminate this Agreement for any reason on 30 days' written notice to Contractor.

c. The DISTRICTS may terminate this Agreement in the event of a material breach by Contractor, and Contractor may terminate this Agreement in the event of a material breach by the DISTRICTS. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party fails to cure the breach within 15 days of the date of the notice, the non-breaching party may terminate the Agreement at any time thereafter by giving a written notice of termination.

d. Notwithstanding Section 10.c, the DISTRICTS may terminate this Agreement immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide the Services under this Agreement.

11. Payment of Invoices

a. Method of Payment. Contractor shall bill each DISTRICT monthly as Services are performed in accordance with Exhibit 1. Payment shall be made as provided in Exhibit 1. Each DISTRICT is solely responsible for paying its own invoices. The responsibility of a DISTRICT to pay its invoice does not extend to any other DISTRICT.

b. Payment on Early Termination. Upon termination pursuant to Section 10, payment shall be made as follows:

1. If this Agreement is terminated under Sections 10.a or 10.b for convenience, Contractor may invoice the DISTRICTS for the Services that Contractor has performed for the DISTRICTS, and the DISTRICTS shall pay all undisputed invoice(s) for the Services performed prior to the termination date and in accordance with this Agreement. The DISTRICTS shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim the DISTRICTS may have against Contractor.
2. If this Agreement is terminated under Section 10.c by Contractor due to a breach by the DISTRICT, Contractor may invoice the DISTRICTS for the Services that Contractor performed for the DISTRICTS prior to the termination, and each DISTRICT shall pay its respective, undisputed invoice(s) for the Services performed in accordance with this Agreement.
3. If this Agreement is terminated under Sections 10.c or 10.d by the DISTRICT due to a breach by Contractor, Contractor may invoice the DISTRICTS for the Services that Contractor performed for the DISTRICTS prior to the termination, and each DISTRICT shall pay its respective, undisputed invoice(s) for the Services performed in accordance with this Agreement, less any setoff to which the DISTRICTS are entitled.

12. Nondiscrimination (Required by ORS 279A.110). Contractor may not discriminate against a disadvantaged business enterprise, a minority-owned or women-owned business, an emerging small business certified under ORS 200.055, or a business that is owned by a service-disabled veteran. Additionally, Contractor must comply with all applicable requirements of federal and state civil-rights law and rehabilitation statutes and must not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment.

13. Tax-Compliance Warranty (Required by ORS 279B.045). Contractor represents and warrants that it has complied with the applicable tax laws of the State of Oregon or a political subdivision of the State of Oregon (collectively, the "Tax Laws"), including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. Contractor covenants that it will continue to comply with the Tax Laws during the term of this Agreement. Contractor's failure to comply with the Tax Laws before the execution of this Agreement or during the term of this Agreement is a default for which the DISTRICTS may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or applicable law.

14. Payment of Laborers (Required by ORS 279B.220). Contractor shall:

- a. Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of the work provided for under this Agreement;
- b. Pay all contributions or amounts due the Industrial Accident Fund by Contractor or subcontractors, if permitted, incurred in the performance of this Agreement;
- c. Not permit any lien or claim to be filed or prosecuted against any DISTRICT on account of any labor or material furnished; and
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 1. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Agreement as such claim becomes due, the DISTRICTS may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of such Agreement.
 - 2. The payment of a claim in this manner shall not relieve Contractor or the Contractor's surety, if any, from obligation with respect to any unpaid claims.

15. Hours of Labor (Required by ORS 279B.020, 279B.235).

- a. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:
 - 1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - 2. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - 3. For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279B.020 (1)(b)(B) to (G).
- b. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, does not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.
- c. Contractor must give notice in writing to its employees who perform work under this Agreement, at the time of hire, before commencement of work under this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees might be required to work.
- d. Contractor must comply with ORS 652.220 (addressing the prohibition of discriminatory wage rates based on sex and of employer discrimination against an employee who is a

complainant). Compliance is a material element of this Agreement. Failure to comply is a breach that entitles the DISTRICTS to terminate this Agreement for cause. Additionally, Contractor may not prohibit any of Contractor's employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and Contractor may not retaliate against an employee who does so.

16. Payment for Medical Care and Workers' Compensation (Required by 279B.230).

a. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

b. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. Workers' Compensation Exemption Form – Exhibit 4 must be completed if Contractor is exempt from this requirement.

17. Non-Appropriation/Adequate Funding.

a. If payment for the Services under this Agreement extends into the DISTRICTS' next fiscal year, the DISTRICTS' obligation to pay for such Services is subject to approval of future appropriations to fund this Agreement by each DISTRICT's Board of Supervisors or Directors.

b. Continuation of this Agreement, at specified levels, is conditioned on adequate funding under the DISTRICTS' budgets adopted in June of each year. The DISTRICTS reserve the right to adjust the level of the Services in accordance with funding levels adopted.

18. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies in addition to the remedies set forth in Sections 9 and 10:

a. If this Agreement is terminated under Section 10.c or 10.d by the DISTRICTS due to a breach by Contractor, the DISTRICTS may complete the Services either by themselves, by agreement with another contractor, or by a combination thereof. If the cost of completing the Services exceeds the remaining unpaid balance of the total compensation provided under this Agreement, then Contractor shall pay to the DISTRICTS the amount of the reasonable excess.

b. In addition to the remedies in this Section 19, in Section 9, and in Section 10 for a breach by Contractor, the DISTRICTS also shall be entitled to any other equitable and legal remedies that are available.

c. If the DISTRICTS breach this Agreement, Contractor's remedy shall be limited to termination of this Agreement, and receipt of payments to which Contractor is entitled for Services performed under this Agreement.

19. Limitation on Role of DISTRICT. Neither this Agreement nor the providing of Services will operate to make any DISTRICT an owner, operator, generator, transporter, treater, storer, or arranger within the meaning of the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation Recovery Act, and equivalent state and local laws, nor

a discharger of any pollutant under the Clean Water Act and equivalent state and local laws; and except as restricted by the Oregon Tort Claims Act, Contractor shall indemnify, defend, and hold the DISTRICTS harmless from any claims, suits, losses, costs, and expenses arising from such basis, including, but not limited to court costs and reasonable attorney's fees, at trial and on appeal, incurred as a result of any claims, demands, suits, charges, or allegations of responsibility by any and all third parties including but not limited to contractors, subcontractors, agents, employees, assignees, transferees, successors, invitees, neighbors, and the public relating, except to the extent that a claim is the result of the negligence or willful acts or omissions of the DISTRICTS.

20. Access to Records. Contractor agrees that the DISTRICTS and their authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

Contractor shall maintain all fiscal records directly relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that a DISTRICT's duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of Contractor that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 10 years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

21. Ownership of Work. All work products created by Contractor as part of Contractor's performance of this Agreement, including background data, documentation, and staff work that is preliminary to final reports, shall be the exclusive property of the DISTRICTS. If any such work products contain intellectual property of Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants the DISTRICTS a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. The DISTRICTS shall have no rights in any pre-existing work product of Contractor provided to the DISTRICTS by Contractor in the performance of this Agreement except to copy, use, and re-use any such work product for the DISTRICTS' use only.

If this Agreement is terminated by either party or by default, the DISTRICTS, in addition to any other rights provided by this Agreement, may require Contractor to transfer and deliver such partially completed work products, reports, or other documentation that Contractor has specifically developed or specifically acquired for the performance of this Agreement.

22. Security. Any disclosure or removal of any matter, property, or both on the part of Contractor or Contractor's employees shall be cause for immediate cancellation of this Agreement. Any liability, including, but not limited to, attorney's and expert's fees, resulting from any action or suit brought against any DISTRICT as a result of Contractor's or Contractor's employees' willful or negligent release of information, documents, or property contained in or on

a DISTRICT's property shall be borne by Contractor. All information, documents, and property contained within these facilities shall be considered privileged and confidential.

23. Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to public contracts and to the Services performed under this Agreement, and all regulations and administrative rules established pursuant to those laws, and all applicable policies, procedures, rules, and other protocols of the DISTRICTS and MCDD that have been made available to Contractor.

24. Authority to Transact Business. Contractor represents and warrants that Contractor is properly registered to transact business in every jurisdiction where such registration is required.

25. Indemnity and Hold Harmless. Contractor shall defend, indemnify, and hold harmless the DISTRICTS and their officers, directors, agents, and employees, from, for, and against all liability, loss, costs, or expenses, including expert's and attorney's fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property, arising out of or related to (a) any negligent act or omission of an act by Contractor, a Subcontractor, or anyone for whose acts they may be liable, sustained in any way in connection with the performance of this Agreement or conditions created thereby, (b) Contractor's breach of this Agreement, or (c) violation of any statute, ordinance, or regulation by Contractor, a Subcontractor, or anyone for whose acts they may be liable. This contractual indemnity provision does not abrogate common law or statutory liability and indemnification to the DISTRICTS, but is in addition to such common law or statutory provisions.

26. Insurance. Contractor shall provide insurance in accordance with Exhibit 2. Requirements set forth in Exhibit 2 shall also apply to any Subcontractors.

27. Amendments. Any amendments, consents to, or waivers of the terms of this Agreement shall be in writing and signed by all parties, except that amendments changing the amount of a Compensation Cap will be made solely by the DISTRICT amending its respective Compensation Cap(s) and Contractor.

28. Waiver. Waiver of any default under this Agreement by the DISTRICTS shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Agreement.

29. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon and rules of the DISTRICTS, as they appear at the time of signing or any subsequent addenda. Any legal action involving any question arising under this Agreement must be brought in Multnomah County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.

30. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid.

31. Merger Clause. This Agreement and the attached Exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Agreement are contained in this Agreement. No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

32. Notices and Communications.

a. Notices and communications between the parties to this Agreement must be sent to the following individuals at the following addresses:

DISTRICTS

[Name of District Contact]

[Title of District Contact]

**MULTNOMAH COUNTY DRAINAGE
DISTRICT NO. 1**

1880 N.E. Elrod Drive

Portland, OR 97211

503.281.5675

503.281.0392 (fax)

[Email@mccd.org]

Contractor

[Name of Contractor Contact]

[Title of Contractor Contact]

**[FULL LEGAL NAME OF
CONTRACTOR]**

[Contractor Address]

[Contractor City, ST, Zip]

[Contractor Phone]

[Contractor Fax]

[Email@xxx.xxx]

The party giving notice will provide notice in writing, dated and signed by a duly authorized representative of that party. Notice is not effective for any purpose whatsoever unless served in one of the following manners:

1. If notice is given by personal delivery, it is deemed delivered on the day of delivery.
2. If notice is given by overnight delivery service, it is deemed delivered one day after the date deposited, as indicated by the delivery service.
3. If notice is given by United States mail, it is deemed delivered three days after the date deposited as indicated by the postmarked date.
4. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it is deemed delivered on the day the notice is signed for.

33. Rule of Construction. The rule of construction that a contract is construed against the drafter shall not apply to any dispute over the interpretation of application of the Agreement.

34. Additional Workers' Compensation Requirements. Contractor has verified that agents, individuals, or business entities who are providing labor or services as independent contractors for Contractor under this Agreement are in compliance with Oregon workers' compensation requirements and have obtained such insurance if required. This requirement remains in place for the duration of the Agreement. Upon request of any DISTRICT, Contractor will provide satisfactory proof of these other persons' or entities' compliance with Oregon workers' compensation requirements.

CONTRACTOR DATA AND SIGNATURE

Business Name: **[FULL LEGAL NAME OF CONTRACTOR]**

Business Address:

Contractor Phone:

Contractor Email Address:

Federal Tax ID# :

Oregon Business License # (if applicable):

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit
 [Other - Please Define]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal, and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Agreement including the attached Exhibits. I certify that I have the authority to sign and enter into this Agreement. I understand this Agreement and agree to be bound by its terms.

Signature

Title

Name (please print)

Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

DISTRICTS

Multnomah County Drainage District No. 1

Signature

Printed Name

Title

Date of Signature

**Urban Flood Safety and Water Quality
District**

Signature

Printed Name

Title

Date of Signature

EXHIBIT 1
Personal Services Agreement
STATEMENT OF WORK, COMPENSATION, and INVOICING REQUIREMENTS

1. Statement of Work: Contractor shall perform the following services (the Services"):

Pull from RFP or "See Contractor's Proposal, Attachment A to this Exhibit 1" or "As described in Exhibit 6 'Contractor's Proposal'".

2. Schedule: Contractor shall perform the Services according to the following schedule:

Include any deadlines or milestone dates for performance of the Services, deliverables, etc.

3. Compensation: All payments to Contractor are subject to the following limitations:

- a. Amounts charged by Contractor to the DISTRICT, including rates and expenses, must be in accordance with Exhibit 5.
- b. Mark-up of Subcontractors may not exceed [insert].
- c. Mark-up on expenses may not exceed [insert].
- d. Amounts charged by Contractor to a DISTRICT may not exceed that DISTRICT's Compensation Cap.

4. Invoicing Requirements: Contractor will invoice each DISTRICT monthly in accordance with Agreement Section 11.a and as detailed below:

- a. The total amount due to Contractor under this Agreement will be allocated among the Districts according to the following formula, and each District will be invoiced and billed separately for its allocated share:

[Insert allocation/formula]

- b. Contractor may send invoices to each DISTRICT by email or by mail, but not both.
 1. If sent by email, Contractor shall email invoices to invoices@mcdd.org.
 2. If sent by mail, Contractor shall send to [insert], with the address in the following format:

To MCDD:

"DISTRICT NAME
c/o [Name of District Employee]
1880 N.E. Elrod Drive
Portland, OR 97211"

To UFSWQD:

"DISTRICT NAME
c/o [Name of District Employee]
1880 N.E. Elrod Drive
Portland, OR 97211"

- c. All invoices must include at a minimum:
 1. DISTRICT name and address as shown above.
 2. The Agreement Number.
 3. The period of the Services performed and being invoiced.

4. A description of the Services performed during the period.
 5. The total amount due per invoice.
 6. Prior billing.
 7. The rates and hours worked by each job classification during the period.
 8. Pre-approved expenses and necessary documentation. Expenses that are not pre-approved may, in a DISTRICT's sole discretion, not be paid.
 9. A clear indication whether an invoice is a final invoice for this Agreement.
- d. Each DISTRICT will pay all invoices approved by that DISTRICT within 30 days of that DISTRICT's receipt of an invoice. Within 14 days of receipt of an invoice from Contractor, each DISTRICT will notify Contractor if the invoice will not be approved because it requires revisions to comply with this Section 4. If a DISTRICT requires Contractor to revise the invoice, that DISTRICT will again have 14 days from receipt of the revised invoice to notify Contractor that the invoice requires revisions to comply with this Section 4. That DISTRICT will pay approved, re-submitted invoices with 30 days of receipt.

**Each DISTRICT shall have the right to withhold from payments due Contractor such sums as are necessary in the DISTRICT's sole opinion to protect the DISTRICT from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of this Agreement or failure to make proper payment to suppliers or subcontractors.

EXHIBIT 2
Personal Services Agreement
INSURANCE REQUIREMENTS

Contractor shall procure, prior to commencement of the Services of this Agreement, and shall maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees, and Subcontractor(s).

Contractor's liabilities, including but not limited to Contractor's indemnity obligations under this Agreement, will not be deemed limited in any way to the insurance coverage required herein.

Maintenance of specified insurance coverage is a material element of this Agreement, and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of this Agreement by the DISTRICTS. Coverage shall be at least as broad as the following scopes and limits:

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all Subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4).

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, complete and attach Exhibit 4 in lieu of Certificate.

Professional Liability/E&O insurance with a combined single limit of not less than \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Agreement. This coverage must be provided and remain in force for two years after the termination or expiration of this Agreement.

Required by DISTRICTS Not required by DISTRICTS

Commercial General Liability insurance, on an occurrence basis, with a limit of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage.

Required by DISTRICTS Not required by DISTRICTS

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

Required by DISTRICTS Not required by DISTRICTS

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds' condition must be included in all commercial general liability policies required by this Agreement. Contractor's coverage will be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish a current Certificate(s) of Insurance to the DISTRICTS prior to execution of this Agreement. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days' written notice from the Contractor's insurer to the DISTRICTS. The Certificate(s) shall also state the deductible or retention level. For commercial general liability, the Certificate(s) shall also provide that each DISTRICT and its agents, officers, directors, and employees are Additional Insureds with respect to the Contractor's or Subcontractor's services to be provided under this Agreement. An additional insured endorsement shall be attached to the Certificate(s) of Insurance. No Services shall commence until the DISTRICTS receives the Certificate(s) and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the DISTRICTS.

EXHIBIT 3
Personal Services Agreement
Certification Statement for Corporation or Independent Contractor

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership
authorized to do business in the State of Oregon.

Signature

Title

Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Agreement for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Contractor Signature

Date

EXHIBIT 4
Personal Services Agreement
WORKERS' COMPENSATION EXEMPTION FORM

IF CONTRACTOR DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST COMPLETE THE FOLLOWING CERTIFICATION STATEMENT:

Contractor certifies it is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box).

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform any services under this Agreement.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated; and
- All employees of the corporation are officers and directors and have a substantial ownership interest in the corporation; and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform any services under this Agreement.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform any services under this Agreement.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this Agreement; and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances to real property.

[Continues on next page]

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees or Subcontractor to perform this Agreement; and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

Contractor remains liable for compliance with Oregon workers' compensation requirements and to obtain such insurance if circumstances change in the nature and manner of its relationship with the individual or business entity that provide labor or services to Contractor, or if the Oregon Workers' Compensation Division or another regulatory agency determines that the individual or business entity who provides labor or services to Contractor is not an independent contractor. In such case, Contractor will promptly obtain and provide proof of workers' compensation coverage.

Contractor has verified that agents, individuals, or business entities who are providing labor or services as independent contractors for Contractor under this Agreement are in compliance with Oregon workers' compensation requirements and have obtained such insurance if required. This requirement remains in place for the duration of this Agreement. Upon request of the DISTRICTS, Contractor will provide satisfactory proof of these other persons' or entities' compliance with Oregon workers' compensation requirements.

Contractor Signature:

Contractor Printed Name

Contractor Signature

Contractor Title

Date

EXHIBIT 5
Personal Services Agreement
CONTRACTOR'S RATE SCHEDULE

EXHIBIT 6
Personal Services Agreement
[TITLE]

ATTACHMENT B
PROPOSER CERTIFICATIONS AND REPRESENTATIONS
DIVERSITY, EQUITY AND INCLUSION CONSULTING SERVICES
PROPOSAL FORM

Legal Name of Proposer: _____

Mailing Address: _____

The proposer certifies and agrees:

- The proposer has read and understands the Specifications, Addenda, Contract and all other documents pertaining to this solicitation.
- The proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment, as well as, the technical and financial ability necessary to complete and execute all services in a sound and suitable manner for the use specified and intended.
- The proposer agrees to execute a contract in substantially the same form as Attachment A within ten business (10) days from date of Notice of Intent to Award.
- The proposer acknowledges that the signer on this Proposal is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
- The proposer will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.

Registration Number _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO RFP DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1 2 3 4 5 6

Date if not applicable or no addenda were received: _____

The proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, 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 in awarding a subcontract.

As required by ORS 279B.045, the proposer represents and warrants that the proposer has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The proposer and any consultants listed on BOLI's List of Ineligibles will be rejected.

Respectfully submitted this _ day of _____ 2020.

Authorized Signature: _____ Authorized Title: _____

Authorized Name (Print): _____ Date: _____

Phone: _____ Fax: _____

**ATTACHMENT C
PROPOSER RESIDENCY INFORMATION**

ORS 279A.120 states, "For the purposes of awarding a public contract, a contracting agency shall":

- a. Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and

- b. Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

"Non-resident Bidder" means a Bidder who is not a "resident Bidder" as defined above.

- a. Bidder is a (check one): RESIDENT Bidder NON-RESIDENT Bidder
- b. If resident Bidder, enter your Oregon business address: (physical and mailing address):

- c. If a non-resident Bidder, enter state of residency: _____
- d. If a non-resident Bidder, do you or your company receive, or are you or your company eligible for any preference in award of contracts with your state's government or with other governmental bodies in your state?
CHECK ONE: YES NO
If YES, state the preference percentage: _____%
If YES, but not a percentage of bid price, describe the preference:

If YES, state the law or regulation that allows the preference described (legal citation):

ATTACHMENT D

**CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR**

(NOTE: **Consultant Must Complete A or B below.** For purposes of this Attachment D, "Consultant" refers to awarded proposer)

A. CONSULTANT IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP

I certify under penalty of perjury that Consultant is a [check one]: Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Authorized Signature

Title

Date

B. CONSULTANT IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

Consultant certifies under penalty of perjury that the following statements are true:

1. If Consultant is providing labor or services under this Contract for which registration is required under ORS Chapter 671, Consultant has registered as required by law, **and**
2. If Consultant performed labor or services as an independent contractor last year, Consultant filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Consultant represents to the public that the labor or services Consultant provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only underwritten by contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Authorized Signature

Title

Date

**ATTACHMENT E
INSURANCE REQUIREMENT**

Proposer must maintain the insurance described below:

1. **Commercial General Liability.** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage.
2. **Commercial Automobile Liability.** \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation Liability.** Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Proposer must have this insurance unless exempt under ORS 656.027 (See Attachment F). If proposer does not have coverage and claims to be exempt, attach Attachment F in lieu of Certificate.
4. **Umbrella Liability.** \$1,000,000 per occurrence.
5. **Professional Liability.** To the extent that any of the services described in this RFP are to be performed by licensed design professionals, \$1,000,000 per claim and \$1,000,000 aggregate limits subject to no more than \$10,000 per claim deductible. proposer shall maintain professional liability coverage through completion of construction and two years thereafter.

Insurance shall be placed with insurers admitted in Oregon with a current A.M. Best's rating and FSC no lower than A-VII.

Liability insurance policies for selected proposers will include the District, Districts (as applicable), and their officers, employees, agents, successors, and assigns as additional insureds. The policy endorsement must extend premise operations and products/completed operations to the additional insureds. The additional insured endorsement for the CGL insurance must be written on ISO Form CG 2010 (11/85), a CG 2037 (07/04) together with CG 2033 (07/04), or the equivalent; but will not use the following forms: CG 20 10 (10 93) or CG 20 10 (03 94).

Certificates of insurance will be required as part of the final contract. The District reserves the right to require additional insurance coverage, or waive certain insurance requirements, under any contract awarded under this RFP.

ATTACHMENT F
WORKERS COMPENSATION EXEMPTION CERTIFICATE

*(To be used only when Consultant claims to be exempt from Workers' Compensation coverage requirements. For purposes of this Attachment F, "Consultant" refers to awarded proposer— **no need to submit with proposal**)*

Consultant is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box)*:

- SOLE PROPRIETOR**
 - Consultant is a sole proprietor, and
 - Consultant has no employees, and
 - Consultant will not hire employees to perform this Contract.
- CORPORATION - FOR PROFIT**
 - Consultant's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - All services will be performed by the officers and directors; Consultant will not hire other employees to perform this Contract.
- CORPORATION - NONPROFIT**
 - Consultant's business is incorporated as a nonprofit corporation, and
 - Consultant has no employees; all work is performed by volunteers, and
 - Consultant will not hire employees to perform this Contract.
- PARTNERSHIP**
 - Consultant is a partnership, and
 - Consultant has no employees, and
 - All services will be performed by the partners; Consultant will not hire employees to perform this Agreement, and
 - Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**
- LIMITED LIABILITY COMPANY**
 - Consultant is a limited liability company, and
 - Consultant has no employees, and
 - All services will be performed by the members; Consultant will not hire employees to perform this Agreement, and
 - If Consultant has more than one member, Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

**NOTE: Under OAR 436-50-050, a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.*

***NOTE: Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.*

Authorized Printed Name

Authorized Signature

Authorized Title

Date

**ATTACHMENT G
AFFIDAVIT OF NON-COLLUSION**

STATE OF OREGON

County of _____

I state that I am _____ (title) of _____
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners,
directors, and officers.

I state that:

- (1) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

- (2) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

- (3) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Multnomah County Drainage District in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Multnomah County Drainage District of the true facts relating to the submission of proposals for this RFP.

Authorized Printed Name

Authorized Signature

Authorized Title

Date

**ATTACHMENT H
REFERENCES**

| ITEM | Reference 1 | Reference 2 |
|-------------------------|-------------|-------------|
| A. Name | | |
| B. Business or Employer | | |
| C. Telephone | () | () |
| D. E-Mail Address | | |
| ITEM | Reference 3 | Reference 4 |
| A. Name | | |
| B. Business or Employer | | |
| C. Telephone | () | () |
| D. E-Mail Address | | |
| ITEM | Reference 5 | Reference 6 |
| A. Name | | |
| B. Business or Employer | | |
| C. Telephone | () | () |
| D. E-Mail Address | | |

Has your company ever been declared in breach of any contract for unperformed or negligent services?
 Yes No

If YES, explain. _____

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? Yes No
 If YES, explain. _____

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? Yes No
 If YES, explain. _____

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws? Yes No
 If YES, explain. _____

Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a contract? Yes No
 If YES, explain. _____

ATTACHMENT I

RESOLUTION # 2081

MULTNOMAH COUNTY DRAINAGE DISTRICT #1

**A RESOLUTION ADOPTING A COMMITMENT TO EQUITY THROUGH THE
FORMATION OF A DIVERSITY, EQUITY, AND INCLUSION PROGRAM**

WHEREAS, it is the responsibility of Multnomah County Drainage District #1 ("MCDD") to reduce flood risk in accordance with ORS 547 by maintaining a local levee system, managing drainage, and responding to flood emergencies, and MCDD seeks to do so with a social equity lens; and

WHEREAS, MCDD recognizes that racial and ethnic segregation and discriminatory policies and practices in our community resulted in many social inequities that persist to this day; and

WHEREAS, as a member of this community, MCDD has a responsibility to acknowledge and learn from past inequities in order to transform our organizational systems and policies and improve outcomes for groups that have been historically and are currently oppressed, as well as to understand the impacts of our own operations; and

WHEREAS, MCDD is committed to advancing and embedding equity in its operations because everyone deserves to live and work in a safe and healthy environment, and have equitable opportunities to prepare, respond, recover, and rebuild from flood emergencies; and

WHEREAS, in 2017 the MCDD Board of Supervisors ("Board") approved a Mission, Vision, and Values, which include "empowering a diverse and agile team," and being "safe, inclusive, and unified"; and

WHEREAS, the Board moved to implement the Mission, Vision, and Values in 2018, allocated funding to pursue an initial assessment and training in 2019, and increased funding for consulting and training services and for the development of an equity action plan in 2020; and

WHEREAS, the development of Diversity, Equity, and Inclusion ("DEI") goals and actions are included in MCDD's 2019-2023 Strategic Plan because the MCDD Board and staff recognize that when equity is institutionalized and operationalized it will lead to innovation, a stronger and more united workforce, and a healthier community and environment from which all will benefit;

Now, therefore, BE IT RESOLVED THAT THE MCDD BOARD HEREBY:

- 1) Adopts the MCDD Equity Statement, that is set forth in Appendix A; and
- 2) Directs staff to develop an organization-wide Equity Action Plan with individual Equity Department Workplans that assist with the integration of equity in all district functions and measures progress towards its Equity Goals that are set forth in Appendix A; and
- 3) Directs staff to update the District's Mission, Vision, Values to include Diversity, Equity, and Inclusion; and
- 4) Directs staff to report to the MCDD Board and community on at least an annual basis to demonstrate the progress towards achieving its Equity Goals.

APPROVAL of this Resolution moved by Nancy Hendrickson,

Seconded by Corky Collier.

ADOPTED by the Multnomah County District #1 at a regular meeting this 20 day of August, 20 20 by the following vote:

Ayes: 5 Nays: 0

**MULTNOMAH DRAINAGE DISTRICT #1,
OREGON**

By: Mike Wells
Mike Wells (Sep 14, 2020 12:28 PDT)

Date: Sep 14, 2020

Printed: Mike Wells

Title: President, MCDD Board of Supervisors

ATTEST:

By: Peggidy Coffman Yates
Peggidy Coffman Yates (Sep 27, 2020 2:40 PM)

Peggidy Yates, Executive Director

Date: Sep 27, 2020

By: Nikolene Schulz
Nikolene Schulz (Sep 16, 2020 17:25 PDT)

Date: Sep 16, 2020

Printed: Nikolene Schulz

Title: Secretary-Treasurer, MCDD Board of Supervisors

APPENDIX A

MCDD Equity Statement

MCDD's Commitment to Diversity, Equity and Inclusion

EQUITY MISSION

MCDD recognizes that Oregon's history of racial and ethnic segregation and discrimination has created, reinforced, and exacerbated inequities experienced by members of MCDD's community. We will seek to address these impacts and transform our organization by embedding equity in everything we do – including our service delivery, internal policies, operations, organizational culture, relationships with partners and the community, and ongoing efforts to modernize the way the local flood safety infrastructure is managed and funded in the future.

EQUITY VISION

MCDD is committed to advancing and embedding equity in everything we do because we believe that everyone deserves to live and work in a safe and healthy environment, and have equitable opportunities to prepare, respond, recover, and rebuild from flood emergencies.

EQUITY GOALS

By focusing on advancing equity, MCDD will be an organization that:

- 1) Nurtures a diverse, inclusive, and creative workforce.
- 2) Engages and collaborates with people who reflect the diversity of the communities the District serves to shape decision-making, programs, and policies that impact them.
- 3) Provides leadership to advance equity through the delivery of water infrastructure and flood safety services.

Guiding Principles

Understand, Acknowledge, and Commit to Address Past Wrongs

As a result of racial and ethnic segregation and discrimination, many underrepresented communities in our region have been exposed to inequities in their experience with public systems and services.

We must understand, acknowledge and learn from past inequities in order to transform our organizational systems and policies and improve outcomes for groups that have been historically and are currently oppressed.

Advance Equity through MCDD Operations using Outcome-Driven Planning and Implementation

Going forward, we will apply an equity lens to what we do. That includes learning to design, construct, and invest in ways that align with our equity goals while engaging, working with, and empowering our community.

Partner to Eliminate Institutionalized Racism and Social Inequalities

For decades, explicit and implicit policies and practices in Oregon have created inequities for individuals and communities. We cannot achieve equity alone and must form strong alliances and partnerships in our community to address inequities at a systemic level.

Promote Principles of Inclusiveness, Respect, and Dignity

By understanding the diverse values, beliefs, and traditions in our communities, we can create a healthier and more productive workplace and culture of belonging. A diverse and inclusive workplace will improve our service delivery and enhance our partnerships with the community.

Definitions

Diversity refers to the representation of multiple identities, perspectives and experiences in an organization. Diversity leads to innovation, creativity, and better problem-solving and decision-making.

Equity refers to the fair treatment, access, opportunity and advancement for all people. Equity acknowledges that there are historically underserved and underrepresented populations and works to identify and eliminate barriers for preparedness, response, and recovery efforts.

Inclusion refers to a state of belonging, when individuals of different identities, perspectives, and experiences are valued, integrated, and welcomed equitably as decision-makers and collaborators. Inclusion involves people being given the opportunity to grow, learn, and know they belong.

Racial Equity refers to making necessary shifts and investments so that race can no longer be used to predict life outcomes and outcomes for all groups are improved. Being explicit about race provides an opportunity to also address other areas of marginalization such as income and wealth inequality, and recognize the biases that exist based on gender, sexual orientation, ability and age.

Ethnic/Ethnicity refers to an individuals' beliefs, traditions, language, and other factors of a shared cultural heritage.