



Request for Proposals

CONSULTIVE SERVICES FOR DESIGN / BUILD UPGRADES TO PUBLIC SAFETY COMMUNICATIONS FACILITIES FOR LINCOLN COUNTY

Lincoln County Oregon
Board of Commissioners
225 West Olive Street
Newport, OR 97365

1. Introduction and Purpose

Lincoln County (County) is upgrading public safety emergency communications system (system) facilities owned and/or operated by the County to enhance services and facilities in multiple locations throughout the County. Funding for the upgrades was obtained through a federal grant awarded to the County. That funding is under further review currently.

The Lincoln County Sheriff is responsible for these projects. The County has need of consultive services to assist in ensuring the facilities upgrades meet federal grant guidelines and funding requirements, including but not limited to adequately addressing: (1) environmental standards where applicable changes are proposed; (2) seismic standards of existing and proposed facilities as noted below; (3) continuity of operations components through additions or upgrades of battery backup and generator capacity at selected sites; (3) and site security recommendations. The seismic and security evaluations and recommendations are not directly part of the grant funding. Proposers should identify costs associated with those services as optional add ins at County's discretion. In addition to addressing these requirements, the selected consultant will design site specific facilities described below and provide services to construct the facilities in conformance with grant and contracting requirements. The County seeks assessment/design/ build services from a single source; it is recognized that the selected proposer may need to include outside consultive services on its team to fulfill all the proposal requirements.

The County recently completed an update to the Public Safety Communications System Plan (Plan). It is anticipated that the system upgrades and enhancements resulting from this RFP will be consistent with and implement elements of the new Plan.

Projects: Highland Estates and Otter Crest

The County prioritizes upgrades for the Highland Estates site Radio Communication and Emergency Fuel Storage and the Otter Crest new communication facilities. Within those projects, an initial National Environmental Policy Act (NEPA) assessment must be completed and approved by the US Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS Office) before any detailed planning and additional construction takes place. Once the NEPA assessments are completed and accepted by DOJ, the parties will develop independent timelines to complete permitting, planning and design, and construction for the individual projects.

2. Definitions

2.1 As used in this RFP process:

2.1.1. "Consultant" and "Proposer" means a person or entity or persons or entities selected by the County through this RFP who enters into a contract with the County;

2.1.2. "County" means Lincoln County, a Political Subdivision of the State of Oregon;

2.1.3. "Proposer" means any person or entity that submits a proposal in response to this project.

2.1.4 "Communications Plan" refers to the Lincoln County Public Safety Communications System Plan 2025. A copy of the plan is provided at this link: [2025 Lincoln County Public Safety Communications System Plan](#)

2.1.5 "Federal Grant" refers to the following grant obtained by the County which is incorporated into the RFP requirements which by this reference and incorporated herein as if fully set forth*: [COPS Grant](#)

* This grant will be extended beyond the dates shown in the Agreement.

2.1.6 "County Sheriff" means the Lincoln County Sheriff.

When not inconsistent with the context, words in the plural number include the singular, and words in the singular include the plural.

3. General Proposer Requirements

3.1 Any respondent submitting a proposal must meet the following minimum requirements:

3.1.1 All Proposers must be licensed to perform business in the State of Oregon and properly licensed to perform the services described in this RFP;

3.1.2 All Proposers must be experienced in those services requested of County;

3.1.3 All Proposers must agree to execute County's Professional Services Agreement, if awarded; and

3.1.4 All Proposers must carry required insurance, naming County as an additional insured. See paragraph 4.15 for specific requirements.

4. Information Concerning RFP and Instructions

4.1. The County Emergency Manager is the sole point of contact for this selection action.

All correspondence pertaining to this RFP should be directed to Samantha Buckley at lcemergencymanagement@co.lincoln.or.us Phone (541) 265-4199. Proposers are strongly urged to follow up and to verify that any submittals to the County Emergency Manager are in fact received by her.

- 4.2. Proposers are cautioned not to make any assumptions as to the implied meaning or intent of any part of this RFP. Proposers should request clarification if needed. Every request for information on, or clarification of, the RFP must be submitted to the County Emergency Manager in writing via email by July 8, 2025.
- 4.3. Any prospective Proposer who contends that the provisions of this RFP or any aspect of the procurement process will encourage favoritism in the award of the contract for services or substantially diminish competition must file a written protest to the County Emergency Manager via email by **5:00 P.M. on July 8, 2025**. Failure to file a protest by July 8, 2025, will be deemed a waiver of any claim by any Proposer that the selection procedure violates any provision of ORS Chapter 279B, Lincoln County Code Chapter 7, or any County Rules for Selection of Persons to Perform Personal Services.

4.4. The following schedule of events shall be followed for this RFP:

Issuance of RFP	06/27/2025
Protests of Requirements are due by 5:00 P.M.	07/08/2025
Questions from Proposers are due by 5:00 P.M.	07/08/2025
Written Responses to all Proposers Questions	07/15/2025
Proposals are due at 3:00 P.M. on	07/21/2025
Sheriff selects Vendor/ Contract Finalized	07/30/2025
Consultant begins work on Contract by no later than	08/04/2025
Consultant completes planning / permitting / design and other preliminary work under the Contract by no later than	12/01/2025*
Contract construction/installation completed by	07/30/2026

*NEPA assessments and approvals completed at earliest possible date.

All times are Pacific Time.

- 4.5. Proposals shall be emailed to Samantha Buckley, Lincoln County Sheriff's Office, at the following address:

Samantha Buckley, Emergency Manager
lcemergencymanagement@co.lincoln.or.us
Subject line: "Public Safety Communications Facilities Upgrades"

- 4.6. Proposals will be reviewed by Samantha Buckley, Lincoln County Sheriff's Office, and a review committee established by the Sheriff. Proposals will be accepted until 3:00 P.M. on **July 21, 2025**. No late proposals will be accepted.
- 4.7. Questions should be directed to Samantha Buckley, lcemergencymanagement@co.lincoln.or.us
- 4.8. Under no circumstances will County be responsible for any Proposer's costs and expenses incurred in submitting responses to this solicitation, which includes any costs for site visits or interviews required by County. Proposers responding to this solicitation do so solely at their own cost and expense.
- 4.9. The County will select a Proposal that will be most advantageous to the County. The Proposals will be reviewed by the County Sheriff and Staff. Vendor will be selected by the County Sheriff. Proposals will be evaluated on the criteria identified below. Less weight may be given to the proposed costs than the other criteria. Interviews by the County are at the County's discretion; however, the top two or three Proposers may be interviewed prior to final selection. The County may also contact individual Proposers for clarification of the Proposal. If any selection criteria or system required component is modified by the County in this process, County will notify all Proposers and provide them an opportunity to adjust their Proposals. The County reserves the right in its sole discretion to determine which Proposer will best meet the needs of the County for this project. Evaluations and decisions will be on the basis of the following:
- 4.9.1 A demonstrated understanding of the project.
- 4.9.2 Thoroughness and detail of the Proposal.
- 4.9.3 Knowledge and experience of key personnel with projects of a similar scope and nature.
- 4.9.4 Availability of key personnel and demonstrated ability to meet the proposed work schedule.
- 4.9.5 Performance history on past projects for clients including, but not limited to, quality of work, ability to meet schedules, cost control, and working relationship with clients.
- 4.9.6 Reference responses.
- 4.9.7 Ability to perform the services being considered.

- 4.9.8 Determination of which Proposal best meets the needs of the County for this project.
- 4.10 The County reserves the right to accept or reject any or all Proposals received as a result of this request, to modify the RFP requirements by written addendum, to negotiate a final agreement with modifications with the selected Proposer, to cancel, in part or in its entirety, the RFP if it is in the best interest of the County to do so.
- 4.11 Proposers must return the following information with their Proposal; failure to comply may result in the Proposal being rejected by the County:
- 4.11.7 The Proposer's name, address, telephone number and E-Mail.
 - 4.11.7.1 A detailed and comprehensive Proposal, showing cost break down and identification of key personnel who will work on the project.
 - 4.11.8 Verifiable customer references. County reserves the right to review other customers of Proposer not provided as references.
 - 4.11.9 A detailed proposed timeline to accomplish assessments, design and construction elements of the project Phase 1. Estimate time required to complete Phase 2 if funding becomes available.
 - 4.11.10 The Proposal shall be signed by an individual authorized to bind the Proposer and shall contain a statement to the effect that the proposal is a firm offer for a sixty (60) period from the date of proposals are due. It should include the name, title, address, email address, and phone number of the person with authority to negotiate and execute contracts and who is the contact person during the proposal evaluation period.
- 4.12 The proposal must identify any confidential information that the Proposer contends is exempt from disclosure under ORS 192.502(1) and 192.502(2) or other applicable law. The County will endeavor in good faith to honor appropriate requests for exemption from disclosure, but the County reserves exclusive discretion to determine whether information qualifies for a statutory exemption. County's obligation under this subsection shall survive selection of a Proposer.
- 4.13 Lincoln County reserves the right to "NOT AWARD" the project period, if for any reason it is not satisfied with the responses, the project exceeds budget, or any other reason at County's sole discretion.
- 4.14 Desired project start date after award and final contract is executed acknowledging start and completion dates shall be no later than **August 4, 2025**.

- 4.15 Consultant shall maintain throughout the term of the contract, at its own expense, and shall require any and all of its subconsultants to maintain throughout the term of the contract at their own expense, general liability insurance in an amount of not less than the amount for a County under the Oregon Tort Claims Act, ORS Chapter 30.
- 4.15.7 Consultant shall provide evidence of such insurance by submitting an insurance certificate provided on a standard "ACORD" or comparable form. Copies of all such policies shall be furnished to Lincoln County upon request.
- 4.16 County will not vary the terms of this RFP without issuance of a written addendum. The County reserves the right to extend the time for submission of Proposals at its sole discretion. If County 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 to County's website at <https://www.co.lincoln.or.us>
- 4.16.1 Proposers should consult County's website regularly until the proposal due date and time to assure that they have not missed any addendum announcements. By submitting a proposal, each proposer thereby agrees that it accepts all risks, and waives all claims, associated with or related to its failure to obtain addendum information. Proposers will also be required to acknowledge receipt of each addendum in writing as part of their proposals. Additionally, County will send addenda to all prospective proposers known to have obtained the solicitation documents at the time addenda is issued. Statements made by County's representatives, including but not limited to oral or written responses to a request for clarification, are not binding on County unless confirmed by written addendum.
- 4.16.2 No addenda will be issued later than five days before the date that proposals are due, except an addendum, if County deems necessary, postponing the due date for proposals, withdrawing the RFP, or modifying elements of the RFP resulting from delayed process.
- 4.17 All rights, titles to and ownership of all data, material and documentation resulting from this project, and/or prepared for the County pursuant to this RFP and any contract arising out of this RFP shall remain exclusively the property of the County.

5. Current System Description

5.1. Site information. The current public safety communications layout in Lincoln County consists of a 6 site, 5 channel, analog, VHF, simulcast system. Two channels are used for law enforcement, two channels are used for fire, and one channel is used for County Public Works. There is one other system in the County operated by the Lincoln City Police Department There are two dispatch centers serving Lincoln County; Willamette Valley Communications Center (WVCC) serves three of the four law enforcement agencies, and seven of the eight fire districts. Lincoln City Police Department serves one law enforcement agency and one fire district. Both centers utilize the main simulcast system. In addition, Pacific West Ambulance uses the system for paging and communications.

5.1.1. Project Site (priority project): Highland Estates, Lat: 45-00-21.5N Long: 123-57-0.5W Elevation: 676', Tower Height: 185'.

The site is a spur site leased from Crown Castle. The site is commercially powered with no permanently installed back-up generator. During power outages, a portable generator is delivered to the site. There is some battery backup available but that needs upgrading.

The equipment on the tower consists of a microwave dish pointed toward the 17th Street tower site and transmit and receive antennas associated with the simulcast system.

The building contains the Aviat installed Eclipse IRU600 microwave system and related equipment and the Day Wireless installed Motorola GTR 8000 Base Radio and related five channel simulcast equipment. All equipment associated with the microwave and simulcast systems at this site is included in this maintenance agreement. A link to the equipment list will be included in this RFP.

Space is shared on this site with North Lincoln Fire and Rescue for a separate channel it utilizes for the regional system.

5.1.2. Project Site (priority project): Otter Crest, Lat: 44-45-22.1N, Long: 124-02-59.0W Elevation 1025', Tower Height: 150'.

Lincoln County leases this site from a third party. It is identified as the "prime" site. The site is commercially powered and backed up by emergency generator power.

The equipment on the tower consists of a microwave dish pointed toward the 17th Street tower, a microwave dish pointed toward the Lincoln County Jail site, and a microwave dish pointed toward the Euchre Mountain site. The tower also contains transmit and receive

antennas associated with the simulcast system.

The building contains the Aviat installed Eclipse IRU600 microwave system and related equipment and the Day Wireless installed Motorola GTR 8000 Gateway and Base Radio and related five channel simulcast equipment. All equipment associated with the microwave and simulcast systems at this site is included in this maintenance agreement. A link to the equipment list will be included in this RFP.

Space is shared on this site with North Lincoln Fire and Rescue for a separate channel it utilizes for the regional system.

5.1.3. Euchre Mountain, Lat: 44-50-5.1N, Long: 123-52-16.0W Elevation 2445', Tower Height: 150'.

The site is leased from the State Radio Project. The site does not have commercial power and is powered by solar and generator sources.

The equipment on the tower consists of a microwave dish pointed toward the Otter Crest site and a microwave dish pointed toward the Table Mountain site. The tower also contains transmit and receive antennas associated with the simulcast system.

The building contains the Aviat installed Eclipse IRU600 microwave system and related equipment and the Day Wireless installed Motorola GTR 8000 Base Radio and related five channel simulcast equipment. All equipment associated with the simulcast system at this site is included in this maintenance agreement. The microwave link and associated equipment for the path to Table Mountain is maintained by the State Radio Project. The microwave path to Otter Crest and associated equipment is included in this maintenance agreement. A link to the equipment list will be included in this RFQ.

5.1.4. 17th Street tower, Lat: 44-58-36.8N, Long: 124-00-31.6W Elevation 203', Tower Height 70'.

This site is owned by the City of Lincoln City and use is allowed per agreement. The site is commercially powered and backed up by emergency generator power. This is a pass through site with microwave equipment only. There is no simulcast system equipment at this site.

The equipment on the tower consists of a microwave dish pointed toward the Highland Tower site and a microwave dish pointed toward

the Otter Crest site.

The building contains the Aviat installed Eclipse IRU600 microwave system. All equipment associated with the microwave system at this site is included in this maintenance agreement. A link to the equipment list will be included in this RFP.

This site as owned by the City of Lincoln City is the primary site for Lincoln City Police Department Dispatch Center. North Lincoln Fire and Rescue is on the site but only to receive communications.

5.1.5. Table Mountain, Lat 44-28-33.4 N, Long 123-50-12.4 W, Elevation 2817', Tower Height 180'.

This tower at this site is leased from the Central Lincoln PUD and the building space is leased from the State Radio Project. The site is commercially powered and backed up by emergency generator power. The microwave system on this site is maintained by the State Radio Project and is not part of this maintenance agreement.

The equipment on the tower consists of transmit and receive antennas associated with the simulcast system.

The building contains the Day Wireless installed Motorola GTR 8000 Base Radio and related five channel simulcast equipment. All equipment associated with the simulcast system at this site is included in this maintenance agreement. A link to the equipment list will be included in this RFP.

Space is shared on this site with North Lincoln Fire and Rescue for a separate channel it utilizes for the regional system.

This site also serves the City of Toledo Police Department Dispatch Center.

5.1.6. Project Site: Cape Perpetua, Lat: 44-17-37.1N, Long: 124-04-49.7W Elevation 1429', Tower Height 180'.

The site is owned and operated by Lincoln County. The site is commercially powered and backed up by emergency generator power.

The equipment on the tower consists of a microwave dish pointed toward the Lincoln County Jail site and a microwave dish pointed toward the Prairie Peak site. The tower also contains transmit and

receive antennas associated with the simulcast system.

The building contains the Aviat installed Eclipse IRU600 microwave system and related equipment and the Day Wireless installed Motorola GTR 8000 Gateway and Base Radio and related five channel simulcast equipment.

- 5.1.7. Project Site: Lincoln County Jail, Lat: 44-38-09.6N, Long: 124-03-19.1 W, Elevation 132', no tower, antennas mounted on roof.

The site is owned and operated by Lincoln County. The site is commercially powered and backed up by emergency generator power.

There is no tower at this site. The equipment at the site consists of a microwave dish pointed toward the Otter Crest site and a microwave dish pointed toward the Cape Perpetua site. The tower also contains transmit and receive antennas associated with the simulcast system. The microwave dishes and antennas are mounted on the roof of the Lincoln County Jail.

The communications room is located in Pod-C of the building and contains the Aviat installed Eclipse IRU600 microwave system and related equipment and the Day Wireless installed Motorola GTR 8000 Gateway and Base Radio and related three channel simulcast equipment. This site currently only has three channel simulcast capability with the ability to expand to all five channels in the future. All equipment associated with the microwave and simulcast systems at this site will be included in this evaluation of the Lincoln County Public Safety Communications System Plan. A link to the equipment list will be included in this RFP.

- 5.1.8. City of Toledo Water Treatment Plant, Lat: 44-37-37N, Long: 123-56-56W, Elevation 320', Tower Height 100'. This site serves the City of Toledo Police Department Dispatch Center as their repeater site for Fire West, Toledo Police Department and Toledo Public Works.
- 5.1.9. Baber Mountain, Lat: 44-37-19N, Long: 120-47-23W, Elevation 1429', Tower Height 75'. This site has a 16' building that serves the City of Toledo Police Department Dispatch Center for Toledo East; University of Oregon also utilizes this site with an earthquake sensor monitor with remote connection.
- 5.1.10. Josephine Park, Voter Site, Lat: 44-55-1.20N, Long: 124-1- 8.60W , this site serves the City of Lincoln City Police Department Dispatch Center.

5.1.11. Lincoln City Building Locations, Police Department, has voter with fiber optic link to City Hall 44 degrees 57' 41.00" N 124 degrees 0' 40.10" W. City Hall relays the PD signal via microwave type wireless to 17th & Oar, 44 degrees 57' 40.97 N 124 degrees 0' 57.05' W Lincoln City is also testing a 5watt Voter on Highland (old Lincoln County Sheriff Office site) with a Lincoln City Police Department backup channel.

5.2. Equipment lists.

5.2.1. Microwave equipment list available at this link:

<https://www.co.lincoln.or.us/DocumentCenter/View/4860/Microwave-Equipment-List-?bidId=>

5.2.2. Simulcast equipment list available at this link:

<https://www.co.lincoln.or.us/DocumentCenter/View/4861/Simulcast-Equipment-List?bidId=>

5.3. System Upgrades Currently Planned and Funded (For Information Only; Not included within the Scope of Services under the RFP)

5.3.1. Lincoln County has obtained funding for system upgrades that are planned or potentially available through 2026, in accordance with the updated Lincoln County Public Safety Communications Plan. Those upgrades are identified below:

5.3.2. Microwave. System components including dishes and associated equipment for all county owned dishes, including Highland, Euchre, Otter Crest, Cape Perpetua and Jail were replaced summer/fall of 2024.

5.3.3. Spectracom GPS Timing Units. These units will be upgraded at all locations

5.3.4. Antenna Systems. Rx antennas will be replaced with Tx dual dipole antennas.

5.3.5. Expanding Simulcast Channel 3. Expanding channel for Fire Agencies countywide proposed to be added to Simulcast System and equipment currently in use be transferred to System. Final decisions on this upgrade have not been made.

5.3.6. Combining Systems. With the addition of the expanded simulcast channel, all combining systems will likely be upgraded due to age of current system and environment in which they operate. At this point they perform as expected.

6. Site Specific Upgrades falling within the Scope of Services for this RFP:

6.1. Highland

- 6.1.1. National Environmental Policy Act (NEPA) and environmental assessments as needed. This must be completed and approved before any detailed planning and construction takes place.
- 6.1.2. Zoning and permitting requirements as needed with County assistance;
- 6.1.3. County will obtain necessary permissions from land and facilities owners to complete project;
- 6.1.4. Preliminary seismic assessment of existing tower and building;
- 6.1.5. Preliminary wildfire risk assessment of site and facilities;
- 6.1.6. Generator, Fuel (proposed propane) and Connection (including applejack for portable alternative backup generator) to existing building and facilities. Determine size of generator with County and needed to power entire facility (including non-County partners) for a minimum of two weeks. Includes pad and generator set seismically designed and constructed. Will likely involve undergrounding power connection across access road. Includes analysis and recommendations of pad and generator location and improvements if any to access to allow for emergency fueling equipment to access generator set and fueling facility;
- 6.1.7. Battery backup installation within facility reviewed, upgraded as needed to operate for a minimum 8-hour period. Include seismic upgrade to racks holding batteries;
- 6.1.8. Security around generator set, power/fuel storage, and entrance to site itself. New entrance gate installation included if recommended and selected by County;
- 6.1.9. Note: Genset and Batteries may be purchased and provided. Consultant will be responsible for integrating and connecting backups in seamless fashion to provide emergency power to site.

6.2 Otter Crest

- 6.2.10 National Environmental Policy Act (NEPA) and environmental assessments as needed. This must be completed and approved before any detailed

planning and construction takes place

- 6.1.11 Preliminary seismic assessment, including loading analysis, of existing tower and recommendations for strengthening tower structure and loading capabilities (tower replacement not part of this project);
- 6.1.12 Full seismic design for new building and permanent generator set up;
- 6.1.13. New building sized and located to house all existing equipment with room for expansion (details to be determined);
- 6.1.14. Generator, Fuel (proposed propane) and Connection (including applejack for portable alternative backup generator) to new building and facilities. Determine size of generator needed to power entire new facility for a minimum of two weeks. Includes pad and generator set seismically designed and constructed;
- 6.1.15. Battery backup system developed to operate for a minimum 24-hour period;
- 6.1.16. Security and fencing off the access road for new facilities and existing tower;

6.3 Lincoln County Jail

- 6.3.1 Assessment of seismic upgrades to microwave dishes;
- 6.3.2 Assessment of existing backup power capability as it relates to public safety communications system;
- 6.3.3 Develop battery backup system for jail public safety communications system including backup dispatch center connected to Willamette Valley Communications Center located within jail.

6.4 Cape Perpetua

- 6.4.1 Assess battery backup system and recommend upgrades if needed to provide battery backup for minimum of 8 hours.

7. Interpretations of contract documents.

7.1 The RFP specifications are considered by the County to be complete, clear, and understandable. The contract, when executed, and the RFP shall be deemed to include the entire agreement between the parties, and the Consultant shall not claim any modification thereof resulting from any representation or promise made at any time

by any officer, agent or employee of the County, or by any other person, unless such modification is in writing and is signed by both parties. A sample of the contract to be awarded will be available for review on the County website here prior to the due date for proposals:

<https://www.co.lincoln.or.us/DocumentCenter/View/4932/Lincoln-County---Sample-Agreement-PDF>

7.2 Prior to submitting a Proposal, Proposer shall contact the County for clarification, irregularities, or apparent errors which may be contained in the Request for Proposals documents. The County reserves the right to waive minor irregularities or errors contained in the submitted Proposal. In cases of doubt or differences of opinion concerning the interpretation of this RFP, the County shall have the exclusive discretion to determine the intent, purpose, and meaning of any provision in this RFP. Failure on the Proposer's part to request clarification shall obligate the Proposer to abide by the County's decision as to the intended meaning of any portion of the Proposal documents. The evaluation of Proposals shall be the sole responsibility of the County and will be based on information furnished by the Proposer as well as on other information available to the County. County reserves the right to reject the Proposal of any Proposer who previously failed to perform properly to the satisfaction of County, or complete on time agreements of a similar nature, or to reject the Proposal of an Proposer who is not in a position to perform such an agreement satisfactorily as determined by County. **THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS** if in the best interests of the County.

8 Modification of Proposal.

Proposals submitted may be modified in writing and received by County prior to **3:00 pm July 21, 2025**. Any modifications shall be prepared on the company letterhead, signed by an authorized officer, and state that the new document supersedes or modifies the prior Proposal. To ensure the integrity of the Request for Proposal process, the emails containing any modifications to a Proposal shall be marked as follows:

**RFP Modification
Lincoln County Public Safety Communications Facilities
Upgrades**

10. Withdrawal of Proposal.

Proposals may be withdrawn by written request received from Proposers prior to **3:00 pm July 21, 2025**.

11. Duration of Proposal

Proposal terms and conditions shall be firm for a period of at least 60 days from the proposal due date. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the 60-day period. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

12. Affirmative Action/Nondiscrimination

By submitting a proposal, the proposer agrees to comply with the Fair Labor Standard Act, Civil Rights Act of 1964, Executive order 11246, Fair Employment Practices, Equal Employment Opportunity Act, Americans with Disabilities Act, and Oregon Revised Statutes. By submitting a proposal, 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.

13. Tax Compliance

By submitting a proposal, 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.

14. Prevailing Wage Requirement

By submitting a proposal, the proposer agrees to be bound by and will comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.

15. Savings and Cost Limitations

Any savings realized in performing the Contract awarded under this RFP will accrue to the County unless the Contract provides otherwise. The County will not pay for any amount that exceeds the not to exceed amount established under the Contract except as otherwise provided in the Contract or Amendment.

16. Protest of Contract Award

- 16.1 A proposer may protest the intent to award a contract in accordance with OAR 137-049-0450, provided:
- 16.1.1 The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract if that the protest is successful; and
 - 16.1.2 The reason for the protest is:
 - 16.1.2.1 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
 - 16.1.2.2 County committed a substantial violation of a provision in this RFP or of an applicable procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked proposal.
- 16.2 The protest is clearly marked as a protest, includes a description of this RFP, and is delivered to the point of contact and address set forth in paragraph 6C.
- 16.3 All protests of Award must be in writing and physically received no later than 5:00 PM on the deadline for submitting such protests set forth in paragraph 9.
- 16.4 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.
- 16.5 Protests not filed within the time specified in paragraph 9, 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 documents is not a ground for protest of award.
- 16.6 County will resolve all protests in accordance with OAR 137-049-0450.

17. Contract Requirements

- 17.1 County reserves the right to negotiate final terms of a Contract as County determines to be in its best interest.
- 17.2 County will negotiate the Contract once the selection committee has chosen the top-ranked proposer and if County subsequently approves the selection. If County cannot come to terms with the top-ranked proposer, County may enter into negotiations with the second-ranked proposer. This process may continue until County reaches an agreement which County deems appropriate for the services.
- 17.3 The award of a contract is accomplished by executing a written Contract that incorporates the proposer's proposal, clarifications, addenda, additions, and insurance. All such materials constitute the contract documents.