



**PUBLIC & GOVERNMENT AFFAIRS**

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

9/18/2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Personal Services Contract with Sheepscot Creative for on-call marketing services. Contract Value is \$450,000 for 3 years. Funding is through direct billing to County departments, which includes multiple funding sources, including federal and state funds, and may include a small portion of Budgeted County General Funds.**

<b>Previous Board Action/Review</b>	N/A		
<b>Performance Clackamas</b>	Building public trust through good government		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Tonia Holowetzki	<b>Contact Phone</b>	503-742-5973

**EXECUTIVE SUMMARY:** PGA maintains on-call agreements with two marketing firms to support large communications initiatives. The costs associated with these services are covered by the departments that request them.

**RECOMMENDATION:** Staff recommend that the BCC approve the contract.

Respectfully submitted,

Tonia Holowetzki  
Director

For Filing Use Only



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #0000001409**

This Personal Services Contract (this "Contract") is entered into between **Sheepscot Creative, LLC** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Department of Public and Government Affairs.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2028**.
- 2. Scope of Work.** Contractor shall provide the following personal services: **On-Call Strategic Outreach Marketing** ("Work"), further described in **Exhibit A**. This Contract is on an "on-call" or "as-needed basis" for Work.
- 3. Consideration.** Consideration. The maximum amount County may pay Contractor, from available and authorized funds, for performing the Work shall not exceed the sum of **Four Hundred and Fifty Thousand Dollars (\$450,000.00)**.

Because this is an on-call or as-needed contract, and the exact amount of Work needed, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor the full **\$450,000.00** authorized herein.

Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibits A and B.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: [kcombs@clackamas.us](mailto:kcombs@clackamas.us)

- 5. Travel and Other Expense.** Authorized: ☐ Yes ☒ No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

## 7. Contractor and County Contacts.

Contractor Administrator: Dave Weich Phone: 503-310-3745 Email: <a href="mailto:dave@sheepscotcreative.com">dave@sheepscotcreative.com</a>	County Administrator: Tonia Holowetzki Phone: 503-250-1381 Email: <a href="mailto:THolowetzki@clackamas.us">THolowetzki@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The

Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this

Contact in accordance with its terms.

- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract 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 the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the

subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove

or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**25. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

**26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

**27. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.

**28. Reserved.**

**29. Reserved.**

**30. Key Persons.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

**31. Reserved.**

**32. Reserved.**

**33. Reserved.**

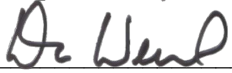
**34. Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT,

CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Sheepscot Creative, LLC

Clackamas County

 July 28, 2025  
Authorized Signature Date

\_\_\_\_\_  
Signature Date

Dave Weich, President  
Name / Title (Printed)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

654043-95  
Oregon Business Registry #

Approved as to Form:

DLLC/Oregon  
Entity Type / State of Formation

 7/28/2025  
County Counsel Date



**EXHIBIT A**  
**REQUEST FOR PROPOSALS #2025-31**  
**FOR**  
**ON-CALL STRATEGIC OUTREACH MARKETING**  
**PUBLISHED MARCH 27, 2025**



**REQUEST FOR PROPOSALS #2025-31**

**FOR**

**ON-CALL STRATEGIC OUTREACH MARKETING**

**BOARD OF COUNTY COMMISSIONERS**

**CRAIG ROBERTS, Chair**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

**BEN WEST, Commissioner**

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**Gary Schmidt**  
**County Administrator**

**Stephanie Ebner**  
**Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** May 1, 2025

**TIME:** **2:00 PM, Pacific Time**

**PLACE:** <https://bidlocker.us/a/clackamascounty/BidLocker>

## **SCHEDULE**

Request for Proposals Issued.....	March 27, 2025
Protest of Specifications Deadline.....	April 3, 2025, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	April 10, 2025, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	May 1, 2025, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 1 – Notice of Request for Proposals

Section 2 – Instructions to Proposers

Section 3 – Scope of Work

Section 4 – Evaluation and Selection Criteria

Section 5 – Proposal Content (Including Proposal Certification)

## **SECTION 1**

### **NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, May 1, 2025** (“Closing”), to provide On-Call Strategic Outreach Marketing. No Proposals will be received or considered after that time.

#### **Location of RFP documents: OregonBuys**

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00013357.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

#### **Submitting Proposals: Bid Locker**

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

#### **Contact Information**

Procurement Process and Technical Questions: Stephanie Ebner, [sebner@clackamas.us](mailto:sebner@clackamas.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

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

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

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

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

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

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

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

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

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

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

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

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

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

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

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

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

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

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

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

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

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

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

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

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



## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

The Clackamas County Public and Government Affairs (PGA) is seeking proposals from qualified marketing consultants to provide on-call strategic outreach, communication and marketing support to Clackamas County. PGA provides communications, public relations, and community engagement support to all departments at Clackamas County.

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

### **3.2 BACKGROUND**

Clackamas County is located at the southern edge of the Portland, Oregon metropolitan area. The county encompasses 1,879 square miles, a population of 413,000 and a 1,400-mile, county-owned and maintained roadway system. The county's heavily timbered geographical features include the 11,235-foot Mt. Hood, the Mt. Hood National Forest, the Bull Run Watershed and numerous rivers—including the Willamette, Clackamas, Sandy, Pudding, Molalla and Salmon. Some of Oregon's richest farmland is in Clackamas County.

#### **Current communication channels**

The county manages the following digital channels:

- Website: [www.clackamas.us](http://www.clackamas.us).
- Twitter: [www.twitter.com/clackamascounty](https://www.twitter.com/clackamascounty)
- Facebook: [www.facebook.com/ClackamasCounty](https://www.facebook.com/ClackamasCounty)
- Nextdoor: [www.nextdoor.com/agency-detail/or/clackamas/clackamas-county](https://www.nextdoor.com/agency-detail/or/clackamas/clackamas-county)
- Instagram: [www.instagram.com/ClackamasCounty](https://www.instagram.com/ClackamasCounty)
- YouTube: [www.youtube.com/user/ClackamasCounty](https://www.youtube.com/user/ClackamasCounty)

Please note we have partner agencies (most notably the Clackamas County Sheriff's Office) that operate its own branding.

#### **Marketing challenges**

The county is a government agency that is slower to react than smaller agencies and businesses, especially in communications and marketing. Other challenges include having a geographically diverse demographic that includes rural communities, communities focused on outdoor recreation, farmland, and suburban communities that are both established and growing. Some county residents may feel less confident in county services and be reluctant to engage in our marketing efforts.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Scope:**

We are seeking marketing consultant services to provide the county with creative, talented, and skilled service partner(s) who can be relied upon to implement a broad range of projects, programs, or assignments on an on-call or as needed basis. Marketing projects and assignments may vary in duration and complexity, and each will have a separate scope and cost estimate. PGA staff will meet with

contractor to discuss and develop the scope of work for individual projects, including concepts and strategies.

The intent of this RFP is to award to multiple firms to provide the on-call services. The county anticipates awarding up to two (2) 3-year contracts containing \$150,000 per year for a total contract value of \$450,000 each. The county does not guarantee a specific amount of services, as work will be requested on an as-needed basis.

PGA is seeking quotes from marketing consultants experienced in:

- communications planning
- crisis communication planning
- social media strategy and content development
- digital communication and marketing
- media relations
- public outreach, education and engagement
- focus group and other facilitation
- copywriting
- research, evaluation, and analytics

Experience in community engagement with diverse audiences including rural, suburban, youth, young adults, older adults, and communities of color is strongly desired.

### 3.3.2. Work Schedule:

This will be an **on-call** or **as-needed basis** contract where no work may be performed until a detailed task scope of work is developed and agreed to by the parties for a specific project. Each task within the scope of work must include, at a minimum: (1) a detailed description of services to be provided; (2) a schedule of key milestones/dates and deliverables for completion of the task including any obligations of the county to complete the task; and (4) proposed compensation for the work performed.

### 3.3.3. Term of Contract:

The term of the contracts shall be from the effective date through **June 30, 2028**.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

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

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

- ☐ Article I, Paragraph 5 – Travel and Other Expense is authorized
- ☐ Article II, Paragraph 28 – Confidentiality
- ☐ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☒ Article II, Paragraph 30 – Key Persons
- ☐ Article II, Paragraph 31 – Cooperative Contracting
- ☐ Article II, Paragraph 32 – Federal Contracting Requirements
- ☒ Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- ☒ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- ☒ Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

## SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

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

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

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## **SECTION 5 PROPOSAL CONTENTS**

### **5.1. Vendors must observe submission instructions and be advised as follows:**

**5.1.1.** Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

**5.1.2.** Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

**5.1.4.** Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

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

### **5.2. Proposer's General Background and Qualifications:**

1. Description and background of the firm.
2. Credentials/experience/qualifications of key individuals that would be assigned to work with the department.
3. Pricing model (e.g., hourly rates, fixed rates, etc.).
4. Subcontractors, if applicable.

### **5.3. Scope of Work**

Proposer's quotes need to communicate firm's ability and experience supporting and designing strategic outreach, communication and marketing support, public relations, and community engagement for government-related projects.

Your quote must address the following elements:

1. Describe your experience designing campaigns for behavioral change. Provide context, goals, what was measured to determine success, specific tools/platforms used, and lessons learned.
2. Describe your experience in partnering with government agency staff.
3. Describe your experience in engaging diverse communities.
4. Describe your experience in behavioral change campaigns.
5. Describe your project management approach.
6. Describe your experience in the public sector, multi-sector collaboration and partnerships.

### **5.4. Fees**

Fees should be on a time and material. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

**5.5. References**

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

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

**PROPOSAL CERTIFICATION**  
**RFP #2025-31**

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

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: \_\_\_\_\_

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**





Clackamas County  
RFP #2025-31  
for On-Call Strategic Outreach Marketing

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April 28, 2025

Submitted by Sheepscot Creative  
1819 SE 32nd Place  
Portland, OR 97214

## 5.2. Proposer's General Background and Qualifications

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### 5.2.1. Description and background of the firm.

At [Sheepscot Creative](#), we believe that effective communication is essential to organizational health. Smart, responsive communication produces more active, empathic relationships, and over time builds a community invested in your success.

Since 2010, from our home base in Southeast Portland, we've served nonprofits, foundations and public agencies around the Pacific Northwest. Across industries and sectors, Sheepscot seeks out clients that share its dedication to community wellness. These organizations improve quality of life by educating and empowering communities, fostering environmental health, facilitating civic engagement, and developing more sustainable practices.

Sheepscot's team is deeply integrated within Oregon's communications community. We leverage longstanding relationships to our clients' benefit, partnering with leading experts and drawing from an extensive network of talented business partners as needs arise.

We support clients and teams of all sizes. For some, we build and manage the brand. Others need help communicating discrete pieces of their story or framing messages for a particular audience. We write communication plans, create and execute promotional campaigns, develop websites, produce videos, design communications assets and draft copy. In short, we augment capacity how and when clients need us—and they keep us on contract, year after year, because we help them achieve their organizational objectives.

Sheepscot Creative is a certified Oregon Emerging Small Business (#8913).

**"Sheepscot's ability to define, build, and pivot within a comprehensive scope has allowed us to bring the partners we need to the table and grounded our work to create the effective end products we needed."**

—Emily Irish; partner (strategic communication), Willamette Partnership



## 5.2.2. Credentials/experience/qualifications of key individuals that would be assigned to work with the department.



### **DAVE WEICH, STRATEGIST AND DIRECTOR**

Dave builds brands and directs communication strategy on behalf of nonprofits, foundations and public agencies across the Pacific Northwest. In his role at Sheepscot Creative, he directed the rebrand of Clackamas Water Environment Services. A published author and award-winning filmmaker, Dave has interviewed thousands of subjects for screen and print, from Annie Leibovitz and Malcolm Gladwell to local ecologists, engineers, teachers and students. He founded Sheepscot Creative in 2010 after eleven years leading marketing and development efforts at Powell's Books.



### **BENNA GOTTFRIED, SENIOR ACCOUNT DIRECTOR**

Benna's experience ranges from branding, video, print and digital production to large-scale public events. She served as Project Manager on Sheepscot's rebrand of Clackamas Water Environment Services. When not at work, she is an active volunteer and community advocate, serving on the board of directors for My Voice Music and investing in intergroup dialogue and action through Emily's Fund of the Oregon Jewish Community Foundation. She's also a founding member of ninety-nine girlfriends.



### **KATE SOKOLOFF, CREATIVE DIRECTOR**

Kate helps organizations such as Ecotrust, Burgerville, Clackamas Water Environment Services and the James F. and Marion L. Miller Foundation tell their stories in memorable and meaningful ways. Her scriptwriting has garnered her two Bronze Tele Awards. She has named hamburgers (for Burgerville), an apartment complex (in Beaverton), and a whole lineup of beers (for a brewery on the Oregon coast). Kate co-founded LiveWire Radio in 2003.



### **BAILEY CAIN, CREATIVE CONTENT MANAGER**

Bailey's passion is forging meaningful connections within communities. Her career began in television and film production and then found focus in the nonprofit sector, first in a development role at the Northwest Film Center and, subsequently, as the Public and Digital Programs Manager at the San Diego Museum of Art. A video editor, website developer, copywriter, and artist in her own right, Bailey serves a variety of Sheepscot's clients in vital day-to-day roles.



### **ROSIE STRUVE, ART DIRECTOR**

A multi-disciplinary designer and art director, Rosie's experience ranges from print publication to website development and brand identity. She brings a research-based, collaborative approach to projects, ensuring that the end product not only looks great but solves key communication challenges. Her work consistently blends pragmatism with delight. Rosie's portfolio includes work for *Wired*, *Willamette Week*, Jesuit Volunteer Corps Northwest, Oregon Parks and Recreation Department, Clean Water Services, and the Redwood Foundation for Education.



**MICHAEL NIPPER, DIRECTOR OF VIDEOGRAPHY**

Michael brings deep technical knowledge and practical experience to every choice of equipment and shot. A licensed drone pilot, seasoned photographer and experienced editor, Michael has contributed to hundreds of Sheepscot's videos. His work integrates original illustration, digital graphics and animation to educate and inspire audiences young and old.



**CAITLIN WILBERT, MOTION GRAPHICS DESIGNER**

Caitlin is a Portland-based filmmaker, creative director, motion graphics artist, editor, and videographer. She has produced work for Nike, Apple, Microsoft, Starbucks and Columbia Sportswear, in addition to start-ups, public agencies and nonprofits. Caitlin prides herself in envisioning unique concepts and visual designs for every project she tackles. Her animations have been featured in campaigns for Sheepscot clients including Metro, Tree for All, and the Oregon Employment Department.



**KATHLEEN HOLT, COMMUNITY ENGAGEMENT STRATEGIST**

Kathleen brings decades of experience in strategic development and vision-driven communications for the public and nonprofit sectors to every new project. Her specialties include developing collaborative, community-based programming as an integral part of large-scale, relationship-building strategies.



**JOHN CUNNINGHAM, WEB DEVELOPER**

John is fluent in a host of digital mediums, including building and designing websites, apps, and motion graphics. Equally important, he has a foundation in core design disciplines such as hand-drawn typography and signage, so his digital solutions remain grounded in timeless design principles. John has worked on websites for the Kuni Foundation, Topaz Farms and *Willamette Week*, using platforms ranging from WordPress to Squarespace and Wix.

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**5.2.3. Pricing model (e.g., hourly rates, fixed rates, etc.).**

Approximately half of Sheepscot Creative's work proceeds from fixed cost bids. We will gladly provide a bid for any defined scope of work offered by Clackamas County. Other clients assign tasks to be billed at set hourly rates. In either case, Sheepscot typically submits an invoice during the first week of each month for work performed the previous month. See our response to Question 5.4 for a detailed breakdown of rates for Sheepscot personnel.

**5.2.4. Subcontractors, if applicable.**

n/a

## 5.3. Scope of Work

### 5.3.1. Describe your experience designing campaigns for behavioral change. Provide context, goals, what was measured to determine success, specific tools/platforms used, and lessons learned.

In all of our work, we start by defining objectives. What does success mean to you? How will performance be measured? What quantitative and qualitative outcomes matter most to your team? Each project comes with its own measures of success, and the goal of every kickoff meeting is to make sure that those measures are defined and shared among team members. These targets shape the strategies that emerge.

The **Portland Bureau of Transportation (PBOT)**, in partnership with **Metro**, called on Sheepscot to develop a traffic safety campaign aimed at drivers near schools and school routes. The campaign we developed was informed by an in-depth study of regional driving patterns previously conducted by PBOT and Metro, as well as a set of workshops that we facilitated with stakeholders from schools, public agencies, private businesses and nonprofits.

Rather than shaming drivers for bad behavior, PBOT wanted to motivate audiences around shared values and a common desire for community health. They wanted to inspire audiences with a positive tone and a message grounded in reality.

Traditional Safe Routes to School communications target students and parents. PBOT and Metro wanted to target speeding and distracted drivers instead. Our campaign materials would be shared with school districts across the region.

The campaign we developed features photo “stickers” overlaid on colorful illustrated backgrounds. The unusual combination creates a friendly, playful vibe, but the graphics remain anchored in reality—the kids themselves are not illustrations, they’re real, which underscores the fundamental seriousness of our message. With unidentifiable streets and intersections, the assets speak to communities from Gresham to Beaverton, Hillsboro to downtown Portland.

We also crafted a full set of social media captions to give schools, districts, cities and counties the building blocks to reach target audiences, with plenty of room to customize to address geographic or timely details. Our two-phased approach launched in spring (“Kids are everywhere. Drive like it.”) and returned in fall with more focused, back-to-school messaging (“School routes are everywhere. Drive like it.”).

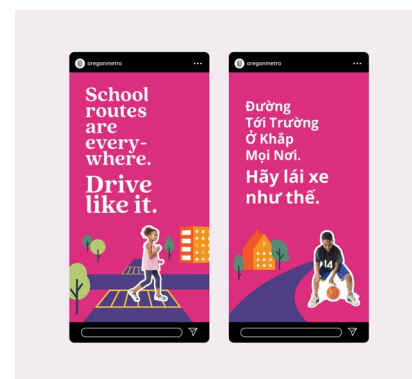
Launched in March, Phase 1 materials included assets designed for Facebook, Twitter, Instagram posts and stories, email newsletters and even virtual meeting backgrounds. The campaign was developed with accessibility in mind; all of the assets were translated into Spanish, Russian, Vietnamese, Chinese and Arabic, and every file included translated alt text embedded for screen readers.

Phase 2, which launched in August to coincide with back to school, included refreshed digital assets, an animated video formatted for Instagram stories, TriMet bus backs, hundreds of lawn signs distributed to each school, and a radio PSA.

The #DriveLikelt hashtag continues to populate on Facebook and Instagram as the campaign spreads across the state. Campaign assets have been shared as far away as California and Connecticut and remain available for free download in multiple languages via the [Oregon Safe Routes to School website](#).

“Working with Sheepscot to create our Drive Like It safety campaign helped us reach our intended audiences with fun, direct messaging. They were collaborative and offered sound suggestions that added to the quality of our media campaign. We like it so much that we continue to use the graphics even after the initial campaign.”

—Janis McDonald, PBOT’s Safe Routes to School Manager



PBOT/Metro



PBOT/Metro



### 5.3.2. Describe your experience in partnering with government agency staff.

City, county and state agencies account for more than half of Sheepscot's annual revenue. Active clients include **Tualatin Valley Water District**, **Prosper Portland**, **Metro**, the **Oregon Department of Transportation** and **Josephine Community Library**.

In this work, we're working for the public, by proxy. We take this responsibility seriously. Whether it's contracting, insurance requirements, billing, or reporting, we expect and appreciate high levels of oversight and accountability when working on government jobs. Transparency, accessibility and efficient use of resources are crucial.

In 2024, **Metro's Housing Department** asked Sheepscot to design a campaign and manage the corresponding media buy to increase community awareness of successful investments that increased affordable housing options and supportive housing services across the region. We met with Metro project leaders to determine the campaign's core messages, key audiences and timetable. Then, over the next eight weeks, we reviewed pre-existing Metro communication assets related to affordable housing and supportive services, met with project leaders to propose a campaign framework and workflow, developed a media buy strategy, created and produced a suite of assets to leverage the media plan's channels, and launched the media buy.

Over the course of the campaign's four-week run on Facebook and Instagram, our hard work paid off. Animated display ads drove the most cost-efficient reach while video ads generated stronger engagement. The digital campaign generated 11,400,000 impressions, 23,900 actions, and 6,400 clicks to a dedicated landing page on Metro's website. In tandem with those digital buys, messaging was read by OPB radio hosts one hundred sixty-three times. An estimated 313,600 people heard the spots an average of 3.4 times each.

In 2022, Sheepscot partnered with **Brown and Caldwell**, the largest engineering consulting firm in America focused exclusively on the environmental sector, to develop a communication plan and toolkit for **Tualatin Valley Water District**.

To meet the federal government's new Lead and Copper Rule Revisions (LCRR), TVWD would be excavating and testing nearly a thousand randomly selected service lines (the pipes that connect water mains to homes and businesses) in the following year. We designed and developed a campaign and produced corresponding informational materials, including a microsite ([KeepingWaterSafe.org](https://KeepingWaterSafe.org)) to help the drinking water utility communicate with ratepayers and local businesses about the project and more broadly reintroduce itself to the community. All of the materials were translated into Spanish and the website is ADA & WCAG compliant.

We've continued to help TVWD build goodwill with its ratepayers. Since 2023, Sheepscot has produced videos, designed print and digital materials, written thousands of words of copy and revamped the agency's website. This past winter, we built and directed a paid campaign focusing on the agency's commitment to service, water quality and emergency preparedness—see our response to Question 5.3.4 for more information about that effort.

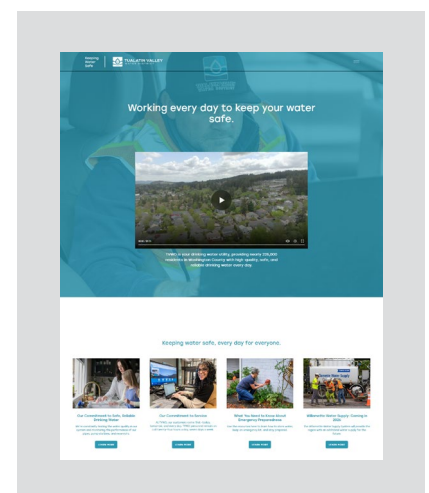
In 2019, after the consolidation of sewer and surface water districts, **Clackamas Water Environment Services** recognized a chance to unify the organization around the mission that drove both agencies: to protect public health, the environment and the region's economic vitality. WES enlisted Sheepscot to design a new logo and brand, and to deliver strategies, tools and templates to launch and maintain consistent, effective communication. A highly collaborative six-month process launched with three brand workshops (nearly seventy percent of employees



Metro



Metro



Brown and Caldwell/TVWD

participated) and an online survey that was distributed company-wide. A Brand Advisory Team representing each of the organization’s locations and departments provided ongoing input and direction, while serving as liaisons with the staff at large. Along with a new logo, styles, and messaging, Sheepscot produced guidelines that will help agency and county staff preserve brand continuity years into the future.

In 2022, Clackamas Water Environment Services called on Sheepscot once again to produce a bright, colorful illustration demonstrating the interconnectivity of its local watershed in a way that would be fun and engaging for children ages 7–10. With input from educators and a panel of WES staff, we designed an illustration of Clackamas county with local landmarks that would be familiar to young students and their families. To increase engagement, we created a series of activities that invite children to observe, draw, and trace the flow of water throughout the watershed “map.” The highly populated illustration encourages kids to search and discover different animals and vignettes, and an intentional focus on diversity and representation ensures that all children can identify with the characters present in the illustration.

### 5.3.3. Describe your experience in engaging diverse communities.

The public agencies, nonprofits and foundations that Sheepscot Creative serves provide vital services to diverse audiences and marginalized populations across the state. For fifteen years, we’ve been honing skills and building relationships to help them communicate about it more effectively.

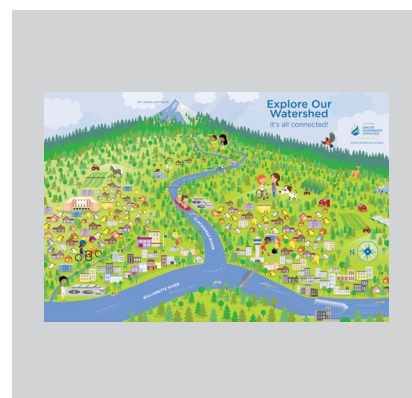
From our pro bono work for **Oregon Humanities**—Sheepscot’s founder Dave Weich served for six years on the board—and staff members’ experience in diversity and equity training, Sheepscot is highly attuned to the sensitivities of race and gender dynamics.

Among our clients’ target audiences, socioeconomic and cultural characteristics often play a primary role in shaping our strategies, materials and tone. For example, **Wallowa Resources** serves Oregonians in the northeast corner of the state, empowering rural communities to create strong economies and healthy landscapes through land stewardship, education and job creation. In Wallowa County, we conducted site visits, interviewed business leaders and local residents, and facilitated information exchanges with fourth-generation ranchers, farmers and foresters in an effort to give voice to the realities of rural life in contemporary America. We never shied away from the challenges of sustaining a livelihood in such a sparsely populated county (2.5 people per square mile), and we always took care to illuminate the benefits the setting engenders, to both local residents and visitors from distant urban centers.

**Willamette Partnership** hired Sheepscot Creative to build a website and design a communication strategy to support the Northwest Environmental Justice Center, an EPA-funded hub of technical assistance, training and operational resources for environmental justice communities in Alaska, Idaho, Washington and Oregon. Because the NWEJC serves an incredibly diverse collection of environmental justice communities—varied in everything from language, race, location, education and access to technology—the process of the website’s conception, design and implementation was deeply collaborative from start to finish. Throughout the project, Sheepscot worked with community representatives across the Pacific Northwest, including regional nonprofits, the Oregon Public Health Institute, Portland State University’s Institute for Tribal Government and the Oregon Health Authority.



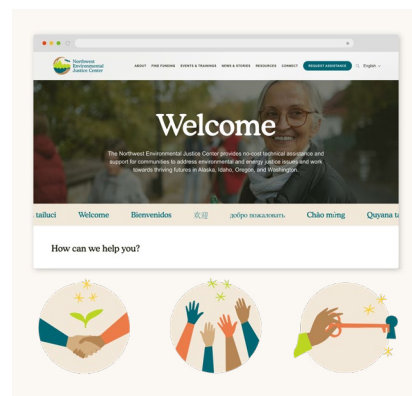
Clackamas Water Environmental Services



Clackamas Water Environmental Services



Wallowa Resources



NW Environmental Justice Center

**Adventures Without Limits** provides access to outdoor adventure for all people, regardless of their ability level, socioeconomic status, gender, ethnicity or age; we've worked directly with the nonprofit's target populations to raise money and awareness in order to maintain and grow its life-changing services. The **Oregon Employment Department (OED)** helps people in desperate need, including many who can't read or write in English. Sheepscot has produced more than twenty videos for OED in English, Spanish, Russian and Vietnamese.

Sheepscot Creative's business model stands on the belief that great things come from collaboration. Whenever possible, our team is supported by the input and contributions of other small businesses whose experience among diverse cultures and underserved communities broadens our own. We're humble enough to ask for help when our perspectives and lived experience aren't sufficient to get the job done.

#### 5.3.4. Describe your experience in behavioral change campaigns.

In addition to the PBOT "Drive Like It" campaign described above (Question 5.3.1), Sheepscot has developed and directed behavioral change campaigns for numerous public clients.

In the fall and winter of 2024–2025, Sheepscot designed and managed a digital ad campaign for **Tualatin Valley Water District**. We produced a set of five video and display ads to promote three core messages. The message set that generated the best response was focused on emergency preparedness. Nearly 2,000 people in the target audience visited a webpage (also designed by Sheepscot Creative) to find support and collect information on winterizing homes, storing emergency water, and staying prepared.

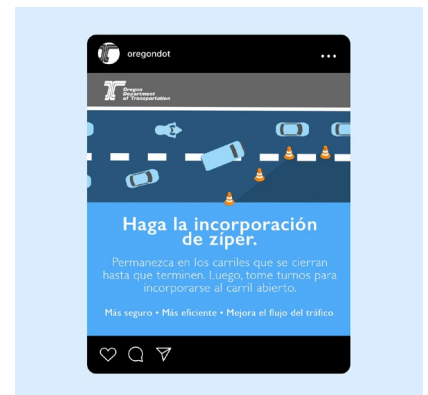
In 2024, the **Oregon Department of Transportation** hired Sheepscot to create two safe-driving, behavior-change campaigns. The "Do the Zipper Merge" campaign supports ODOT construction projects that include a lane closure. These evergreen elements we designed remind drivers about the safety and efficiency of zipper merging. We delivered static and animated elements for use on social media and throughout ODOT's communication channels. Separately, the Toliver Roundabout campaign was designed to raise awareness among local drivers about the installation of a new roundabout at the intersection of Highway 213 and Toliver Road in Molalla, and to build a greater understanding of the efficiency and safety benefits that roundabouts bring. Both campaigns featured animated video and corresponding static graphics. All assets were produced in both Spanish and English.

For **Clean Water Services**, Sheepscot designed video and written outreach materials that teach ratepayers how to prevent localized flooding (by keeping leaves out of storm drains). Instead, residents are encouraged to use their annual autumn bounty to positive effect by mulching or redistributing leaves around plantings, against structures, or in dark corners of their garden to help birds, pollinators and amphibians thrive.

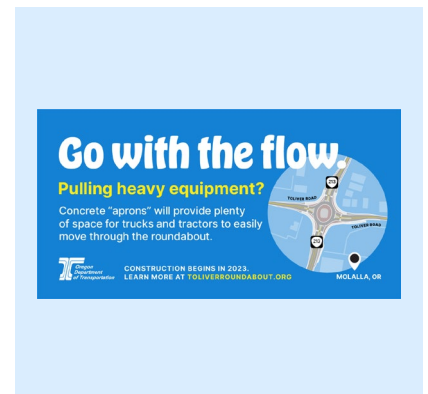
The **Regional Coalition for Clean Rivers and Streams** enlisted Sheepscot to create a campaign to raise awareness about the process by which chemicals and bacteria wind up in public waterways and to educate local residents about steps they can take to protect water quality. We developed the campaign tagline, "The River Starts Here," to educate local residents about the connection between their personal actions and their local waterways. Of the four campaign posters, three model positive behaviors; the fourth represents a view of the "whole watershed" that demonstrates how cities, homes, animals, and individuals all contribute to the overall health of our waterways.



Adventures Without Limits



Oregon Department of Transportation



Oregon Department of Transportation



Regional Coalition for Clean Rivers and Streams



### 5.3.5. Describe your project management approach.

A small but seasoned agency, we pride ourselves on delivering responsive, agile service to every client. Effective communication is the foundation of our success—foremost, in the relationship between our team and clients.

All clients engage our core team. When clients hire Sheepscot, they leverage decades of experience running communication projects at each key position. Sheepscot's founder, Dave Weich, directs the work. Our senior account director, Benna Gottfried, serves as the primary point of contact.

Benna has managed our Clackamas County account through the length of our existing on-call contract. Organized, reliable and responsive, Benna remains available by phone throughout the work week. A good listener, she understands the individual needs of teammates and partners. She recognizes potential misunderstandings or frustrations before they become problems, and will reach out to individuals for one-on-one conversations as opportunities and needs arise.

In all of Sheepscot's work, we start by defining objectives and auditing resources. What does success mean to you? How will performance be measured? What quantitative and qualitative outcomes matter most? And what existing infrastructure might we leverage to achieve your goals most efficiently?

Each client comes to Sheepscot with its own communication needs. Some hire us to create a full communication plan and provide the marketing support to execute it. Others enlist Sheepscot to address more modest scopes: design a report, produce a video, manage an outreach campaign. As an agency well-versed in 360-degree marketing programs, we're equally comfortable developing long-term strategies for clients or addressing the immediate, particular communication needs of the moment. And we're nimble enough to shift with our clients as their needs evolve. We suspect this is why so many of them continue to give us new work, year after year.

Every Sheepscot client brings its own work patterns and culture. Often, even within a single organization, from one division to the next the culture and vision can vary in meaningful ways. It's incumbent upon us to understand the relationships and competencies your teams have built and nurtured so we can devise efficient, productive strategies that take advantage of them.

Though the cadence of our work may change from one job to the next (or even from one phase of a project to the next), we typically schedule biweekly meetings with active clients to ensure that our work together progresses successfully. Sometimes those check-ins prove unnecessary, and when that happens the meeting will be canceled, but we've found that it's useful to set aside small blocks of time on the calendar to connect. Likewise, Benna, Dave and other members of our team remain available for unscheduled calls and check-ins throughout the week. We always respond to email within 24 hours (and usually a lot faster).

Using Google Workspace and Calendar, as well as Asana project management software, we keep each of our clients, projects and team members informed, organized and directed toward desired outcomes.

"I recommend Sheepscot Creative for any creative project, especially those that require complex strategic planning. They have an impressive ability to listen carefully to all stakeholders, harmonize their voices into a succinct message, and build a roadmap for ongoing success."

—Kate Lasky; executive director,  
Josephine Community Library

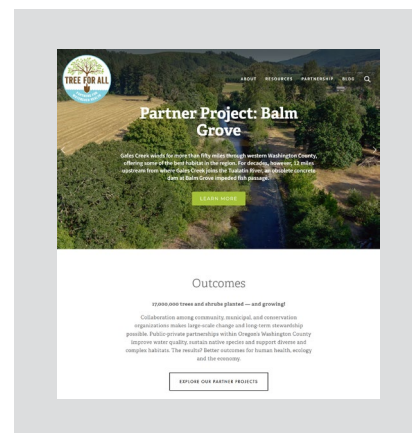
### 5.3.6. Describe your experience in the public sector, multi-sector collaboration and partnerships.

**Tree for All** is a partnership of more than forty public, private and nonprofit organizations dedicated to watershed health in and around Washington County. As Tree for All's communication team since 2014, on behalf of all those partners, we've created and maintained a lively, award-winning brand and portfolio that includes a website, social feeds, and dozens of multimedia case studies. We've helped Tree for All's leadership articulate its mission to residents, regulators, partners and peers; and assisted on-the-ground personnel, from ecologists to transportation planners to student volunteers, in educating the public about what they do and why.

For almost three years, on behalf of a growing number of departments within **Prosper Portland**, Sheepscot has been producing engaging, timely content that helps the city supply media outlets with compelling stories and supporting assets to counter the harmful narrative that businesses can't thrive in Portland. Several times a month, we visit the office, storefront or manufacturing facility of a company that remains committed to doing business here. We interview the principals about what Portland means to their business, and what it means to do business in Portland. A photo shoot featuring the people and processes that power the company concludes our visit. In the weeks that follow, we publish extensive interviews, social media posts and monthly newsletters to help get the word out.

In 2012, **Josephine Community Library (JCL)** hired Sheepscot to develop a communications strategy and a suite of supporting creative materials—and we've been serving JCL ever since, evolving our support to meet the library's needs over a decade of growth and change. In recent years, as JCL has faced threats of defunding from a small but vocal political faction in the county, the library's leadership has struggled to keep city representatives engaged and informed. In 2024, we visited Southern Oregon to interview business owners and key partners (including the Josephine County Sheriff's Department) about the anticipated benefits of a proposed new library in downtown Grants Pass. After the video's premiere at a City Council meeting, the library's leadership reported, "The video has had an incredibly positive impact on our communications with the city."

As the **Oregon Cultural Trust's** creative team, Sheepscot facilitated conversation among Oregon's 1,300 arts, heritage and humanities nonprofits. Some of those nonprofits are based in big cities, others in one-stoplight towns. Some operate with annual budgets in the seven figures, others run entirely on volunteer contributions. Regardless, they all stand to benefit from clear, effective communication, and it was Sheepscot's job to help them reach their targeted audiences. We built websites, designed print and digital ads, produced videos, managed contests, and so much more. In doing so, we let the nonprofits demonstrate the immense impact that Oregon Cultural Trust grants have on communities around the state. Our work helped the Trust increase fundraising for four consecutive years and rallied arts and culture advocates to vocalize their support for the ultimately successful legislative renewal of the tax credit that funds the Trust's work.



Tree for All



Prosper Portland



Josephine Community Library

## 5.4. Fees

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Approximately half of Sheepscot’s work proceeds from fixed cost bids. We will gladly provide a bid for any defined scope of work offered by Clackamas County. Other clients assign tasks to be billed at set hourly rates, as follows.

DAVE WEICH, director and chief strategist .....	\$200/hour
BENNA GOTTFRIED, senior account director .....	\$200/hour
KATE SOKOLOFF, creative director .....	\$175/hour
ROSIE STRUVE, art director .....	\$175/hour
BAILEY CAIN, creative content manager .....	\$150/hour
MICHAEL NIPPER, director of videography .....	\$175/hour
CAITLIN WILBERT, motion graphics designer .....	\$175/hour
KATHLEEN HOLT, community engagement strategist .....	\$175/hour
PHOTOGRAPHERS AND VIDEOGRAPHERS .....	\$175/hour
GRAPHIC DESIGNERS AND ANIMATORS .....	\$100–\$150/hour
MARKETING SPECIALISTS .....	\$100–\$150/hour

Sheepscot typically submits an invoice during the first week of each month for work performed the previous month. Reimbursable expenses include printing and material production costs, transcription services, travel expenses (including lodging and per diems, as appropriate), and other costs as approved in advance. Sheepscot will provide receipts for all such charges as requested.

## 5.5. References

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**JUSTIN DYKE** (a Sheepscot Creative client since 2023)  
*Communications Director*  
Tualatin Valley Water District  
1850 SW 170th Avenue; Beaverton, OR 97003  
justin.dyke@tvwd.org | 503-848-3036

**KATE LASKY** (a Sheepscot Creative client since 2012)  
*Executive Director*  
Josephine Community Library District  
200 NW C Street; Grants Pass, OR 97526  
klasky@josephinelibrary.org | 541-476-0571

**SUCHETA BAL** (a Sheepscot Creative client since 2023)  
*Business Development Manager, Outdoor and Athletic Industry*  
Prosper Portland  
220 NW 2nd Avenue, Second Floor; Portland, OR 97209  
bals@prosperportland.us | 503-823-3308

**PROPOSAL CERTIFICATION**  
**RFP #2025-31**

Submitted by: Sheepscot Creative LLC

**(Must be entity's full legal name, and State of Formation)**

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

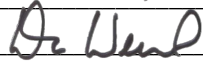
**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: <u>Dave Weich</u>	Date: <u>April 28, 2025</u>
Signature: <u></u>	Title: <u>President</u>
Email: <u>dave@sheepscotcreative.com</u>	Telephone: <u>503-310-3745</u>
Oregon Business Registry Number: <u>654043-95</u>	OR CCB # (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☒ Limited Liability Company

☒ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: \_\_\_\_\_