

REQUEST FOR PROPOSALS
EFFECTIVENESS MONITORING SERVICES FOR PRAIRIE
CONSERVATION AREAS 2024
CORVALLIS, OREGON



Benton
County
OREGON

Benton County Board of Commissioners

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January 15th, 2024

**BENTON COUNTY, OREGON
REQUEST FOR PROPOSALS
EFFECTIVENESS MONITORING FOR PRIARIE CONSERVATION
AREAS 2024
CORVALLIS, OREGON**

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REFERENCE DOCUMENTS ON COUNTY WEBSITE:
<https://finance.bentoncountyor.gov/requests-for-proposals/>

SAMPLE PERSONAL SERVICES CONTRACT

**BENTON COUNTY, OREGON
REQUEST FOR PROPOSAL**

**EFFECTIVENESS MONITORING FOR PRAIRIE CONSERVATION
AREAS 2024
CORVALLIS, OREGON**

SECTION I. – ADVERTISEMENT FOR PROPOSALS

Advertisement for Proposals

Notice is hereby given that Benton County, Oregon is seeking Request for Proposals (RFP) from qualified for Effectiveness Monitoring Services, as required under the Benton County Prairie Species Habitat Conservation Plan (HCP). Effectiveness monitoring services are to be provided at specific ‘Prairie Conservation Areas’ (PCAs) within the following Benton County parks and natural areas: Beazell Memorial Forest, Fitton Green Natural Area, Jackson-Frazier Wetland; Crisp-Lidell Mitigation Site, Percy-Schoener Mitigation Site, and the Fort Hoskins Historic Park- North Prairie (eight (8) acre site added for 2024).

The general scope of work includes: Monitoring to determine the success of habitat restoration, enhancement, and management, as measured by tracking species status and habitat condition (Project).

The objective is to retain a qualified firm to conduct and manage the project.

The RFP will allow Benton County to select and retain a General Contractor (GC) or Construction Management (CM) firm to perform duties as listed. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document.

The contract is anticipated to start in April 2024, and is anticipated to be active until December 30th, 2024. The County reserves the right to amend the contract period as deemed necessary to successfully complete the project.

The selected Contractor and the County will negotiate the final description of work tasks and deliverables, within the scope of what is advertised here, for inclusion in a Personal Services Contract and Statement of Work Documents.

This Request for Proposal for Effectiveness Monitoring Services, as required under the adopted 2010 Benton County Prairie Species Habitat Conservation Plan (HCP) Services, is provided by and is available from **Benton County Natural Areas, Parks and Events, 360 SW Avery Ave, Corvallis, Oregon 97333**. This document and related information will also be available for download on **January 15th, 2024** via <https://finance.bentoncountyor.gov/requests-for-proposals/>

Inquiries relating to the RFP process or to the substantive technical portions of the RFP should be directed to:

Jesse Ott, Deputy Director
Benton County Natural Areas, Parks and Events
360 SW Avery Ave
Corvallis OR 97333
Phone: 541-766-6002
Email: jesse.ott@bentoncountyor.gov

Proposers may submit questions in writing not later than seven (7) days prior to the submittal deadline. Substantive questions and answers will be made available online at <https://finance.bentoncountyor.gov/requests-for-proposals/> and when appropriate, revisions, substitutions, or clarifications will be issued as official addenda which will need to be acknowledged as part of the proposal.

The County may require any clarification or change it needs to understand the selected Consultant's project approach. Any changes or clarifications will be made before executing the contract and may become part of the final contract.

All costs for proposal and interviews (if conducted) to secure this project are the Proposer's responsibility.

The Request for Proposal and any supporting documents can be downloaded from the Benton County website at <https://finance.bentoncountyor.gov/requests-for-proposals/> or a printed copy can be requested at actual cost by contacting Benton County Natural Areas Parks and Events, 360 SW Avery Avenue, Corvallis, Oregon 97333, or phone (541) 766-6821, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

It is imperative that those who download the solicitation documents check the website regularly for addenda, clarifications, and other notifications that may be pertinent. In addition, all respondents known by Benton County Natural Areas Parks and Events to have received a complete set of the solicitation documents will receive email notifications when additional items are posted to the website. For questions or clarifications regarding the project, contact: Jesse Ott, Deputy Director r, at Jesse.Ott@bentoncountyor.gov or at 541-766-6002 .

RFP responses shall be sealed and marked plainly as "Effectiveness Monitoring Services for Prairie Conservation Areas RFP" and submitted to Benton County Natural Areas Parks and Events (NAPE), Attention: Jesse Ott, Deputy Director of NAPE, 360 SW Avery Avenue, Corvallis, Oregon 97333, by **4:30pm** local time on **February 15th, 2024**.

Proposals received after this date will not be accepted and will be returned unopened. Faxed or e-mail proposals will not be accepted. All items contained in the invitation and RFP document are applicable in preparing proposals. Each proposal must contain a statement as to whether the responder is a resident bidder as defined by ORS 279A.120.

The County reserves the right to accept or reject any or all proposals, to add or delete items, to waive any irregularities and/or informalities in any proposal, to postpone the acceptance of the proposal and the award for a period not to exceed sixty (60) working days from the proposal due date, and to make the award that is in the best interest of Benton County. The County may reject any proposal not in compliance with all prescribed public bidding procedures and submission

requirements; and may reject for good cause any and all proposals upon a finding of the County that it is in the public interest to do so.

Dated: January 15th, 2024

DocuSigned by:

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By: Tomi Douglas, NAPE Director

Publish: Daily Journal of Commerce: January 15, 2024

SECTION II. – BACKGROUND AND INFORMATION

A. Introduction

The Benton County Natural Areas, Parks and Events is seeking proposals for Effectiveness Monitoring Services, as required under the Benton County Prairie Species Habitat Conservation Plan (HCP). Effectiveness monitoring services are to be provided at specific ‘Prairie Conservation Areas’ (PCAs) within the following Benton County parks and natural areas: Beazell Memorial Forest, Fitton Green Natural Area, Jackson-Frazier Wetland; Crisp-Lidell Mitigation Site, Percy-Schoener Mitigation Site, and the Fort Hoskins Historic Park- North Prairie (eight (8) acre site added for 2024).

Effectiveness monitoring will be conducted on the specified HCP Prairie Conservation Areas where related habitat conservation, restoration, enhancement, and management activities are implemented by Benton County.

Effectiveness Monitoring objectives include:

- Tracking population trends of Covered Species on PCAs where management activities are occurring;
- Detecting changes in habitat quality (plant community composition and species cover) over time;
- Determining management actions that are necessary;
- Measuring success of restoration activities (i.e., evaluate effects of mowing, limited livestock grazing, burning, herbicide application, etc.);
- Measuring fulfillment of mitigation requirements;
- Early detection of invasive plants and animals;
- Detecting woody plant encroachment and litter/thatch build up;
- Providing feedback for adaptive management.

The contract is anticipated to start in April 2024, and is anticipated to be active until December 30th, 2024. The County reserves the right to amend the contract period as deemed necessary to successfully complete the project.

The selected Contractor and the County will negotiate the final description of work tasks and deliverables, within the scope of what is advertised here, for inclusion in a Personal Services Contract and Statement of Work Documents

The RFP is the initial step in the selection process to retain a contractor to perform monitoring services for the project. Responses will be reviewed, scored, and ranked according to the criteria defined in this solicitation document. Responses will be reviewed and ranked by a Selection Review Committee composed of the Project Manager, County officials, and other key stake holders in the process. In accordance with the criteria, respondents will be scored by the selection committee and ranked from highest to lowest. The Request for Proposals can be downloaded from the Benton County Oregon website at <http://www.co.benton.or.us/rfp> or a printed copy can be obtained at cost by contracting Benton County Public Works, 360 SW Avery Avenue, Corvallis, Oregon; phone: 541-766-6821.

Proposers may submit questions in writing not later than seven (7) days prior to the submittal deadline. Substantive questions and answers will be made available online at <https://finance.bentoncountyor.gov/requests-for-proposals/>; and when appropriate, revisions, substitutions, or clarifications will be issued as official addenda which will need to be acknowledged as part of the proposal.

The County may require any clarification or change it needs to understand the selected Consultant's project approach. Any changes or clarifications will be made before executing the contract and may become part of the final contract.

All costs for proposal and interviews (if conducted) to secure this project are the Proposer's responsibility.

B. Background Information:

Effectiveness Monitoring is undertaken as a requirement of the HCP Incidental Take Permit issued by US Fish & Wildlife Service. The purpose of this monitoring is to determine the success of habitat restoration, enhancement, and management, as measured by tracking species status and habitat condition.

Effectiveness monitoring will be conducted on the specified HCP Prairie Conservation Areas where related habitat conservation, restoration, enhancement, and management activities are implemented by Benton County.

Effectiveness Monitoring objectives include:

- Tracking population trends of Covered Species on PCAs where management activities are occurring;
- Detecting changes in habitat quality (plant community composition and species cover) over time;
- Determining management actions that are necessary;
- Measuring success of restoration activities (i.e., evaluate effects of mowing, limited livestock grazing, burning, herbicide application, etc.);
- Measuring fulfillment of mitigation requirements;
- Early detection of invasive plants and animals;
- Detecting woody plant encroachment and litter/thatch build up;
- Providing feedback for adaptive management.

Effectiveness Monitoring Timing

Monitoring shall be conducted during the growing season of the Covered Species or habitat for:

- Bradshaw's lomatium (*Lomatium bradshawii*);
- Nelson's checkermallow (*Sidalcea nelsoniana*);
- Kincaid's lupine (*Lupinus oreganus*);
- Fender's blue butterfly (*Icaricia icarioides fenderi*) habitat- Host and nectar species;
- Taylor's checkerspot butterfly (*Euphydryas editha taylori*) habitat- Host and nectar species

Timing may vary by 1-3 weeks per weather conditions, and differences in site conditions (elevation, aspect, etc.) require appropriate timing changes.

C. Scope of Work

Benton County Natural Areas, Parks and Events is requesting bids from contractors to complete the work as shown below. The Monitoring work will be done in consultation with, and direct oversight from, the Natural Resources Coordinator.

Monitoring shall be conducted by qualified biologists or other natural resource specialists that are proven capable of the following monitoring activities they are conducting.

The scope of services to be considered under this proposal are as follows:

Contractor will use Form C: Effectiveness Monitoring Summary and the following updates to HCP effectiveness monitoring protocol to collect required information:

1. A census of the HCP species (See HCP Chapter 2 for more information) present. Metrics for each species will follow those described in HCP 7.2.1.2 (p. 109). In addition, the following additions will be included as approved by US Fish & Wildlife Service to address issues with prior monitoring:
 - a. Detecting changes in habitat quality (plant community composition and species cover) in areas occupied by or managed for Covered Species over time.
 - b. Fender's blue butterflies are quantified at sites being actively used by or managed for the butterfly, on the basis of square meters of Kincaid's lupine and native nectar species flowering units. At each area of butterfly occupancy, nectar species will, at a minimum, be counted in the area occupied by lupine as well as within a 50 meter buffer zone surrounding the lupine plants. This buffer area will be mapped in GIS and reported with monitoring data. The on the ground assessment will be accomplished by completing a walk-through of the site during peak Fender's flight season or just post peak to assess nectar species flowering unit abundance. Nectar species and flowering units recorded will be those identified by the USFWS (e.g., USFWS 2010, Schultz & Dlugosch 1999, Crone & Kallioniemi 2009, Thomas 2010). NOTE: Fender's blue butterfly nectar species were censused through counts of floral units at the Cardwell Hill sites (Crisp and Percy) during 2018 and 2021. This methodology differs from what was prescribed in the HCP in 2010, but aligns with methods currently used by USFWS to quantify nectar resources (calculations of nectar sugar availability per square meter).
 - c. Taylor's checkerspot butterflies are quantified on the basis of square meters of host plants (primarily English plantain and golden paintbrush (*Castilleja levisecta*) and native nectar plants present in areas being actively used by or managed for the butterfly. Measuring the quantity and attributes of butterfly habitat, including cover of host plants and abundance of nectar plants within sections of a grid

(Taylor's checkerspot) or 50 meter buffer areas around lupine host plants (Fender's blue butterfly). The grid or buffer area will be delineated in GIS and marked as needed. This will allow tracking of trends (e.g., density of nectar floral units or nectar sugar – see USFWS 2010, Schultz & Dlugosch 1999, Crone & Kallioniemi 2009, Thomas 2010) within specific areas of the population and site, and comparison between data from prior monitoring cycles.

- d. Prairie Habitat Condition Monitoring will be completed only at locations within PCA sites where habitat restoration and enhancement activities are implemented for the Covered Species. Monitoring will include measurements of: shrub and tree encroachment into prairie habitats, Invasive species, disturbance (anthropogenic and natural), thatch and plant litter accumulation, plant community composition
 - e. To facilitate evaluation of effectiveness monitoring data over time, the area monitored, including Covered Species locations, invasive species mapping, and vegetation sampling, will be delineated (via GPS & GIS) when monitoring occurs. This will allow a consistent comparison of habitat status between monitoring events (e.g., comparison of invasive species density in the part of a meadow occupied by Taylor's checkerspot).
2. The following Specific monitoring will occur:
- a. Fitton Green Natural Area: Planted Kincaid's lupine
 - b. Beazell Memorial Forest: Planted Kincaid's lupine (Bird Loop) and Assessment of Taylor's Checkerspot host and nectar plants will be derived from plant community data sampled.
 - c. Jackson-Frazier Wetland: Bradshaw's Lomatium, Nelson's Checkermallow
 - d. Percy-Schoener and Crisp-Lidell (Lumos): Kincaids Lupine
 - e. Fort Hoskins Historic Park (north meadow);
 - f. Mapping of aggressive or noxious weeds (A or B species following ODA classification) in the prairie habitats with or adjacent to HCP species, or where species introductions are planned for the future. Established and satellite populations (isolated patches of one to a few individuals) of invasive plant species will be identified and mapped. Methods will include using a combination of GIS maps, aerial photos, and GPS. Occurrences of invasive animals will be noted and areas of damage caused by these species will be mapped.
 - g. Plant community sampling (using 5 meter by 5 meter plots). Plots will be mapped for future relocation via GPS for future relocation. Plant community composition will be measured within these plots as described in the HCP (updated Effectiveness Monitoring).

Additional Requirements:

1. The Effectiveness Monitoring Report will incorporate and compare previous baseline and effectiveness monitoring data and all other pertinent data provided from previous years.
2. Provide map locations for Kincaid's Lupine, Nelson's Checkermallow, Bradshaw's Lomatium.
3. Provide comparison columns of data between 2011, 2014, 2015, 2018, 2021, and 2024.
4. Photo monitoring.
5. Review mapping and monitoring data findings with NAPD staff prior to completion of Final Report, in order to assure clarity of information presented.
6. Contractor will closely coordinate all activities with NAPD staff to ensure access, timing, and successful completion to support achievement of management goals.

The following number of minimum plots will be completed within each PCA:

- a) Fitton Green Natural Area: 4 plots
- b) Beazell Memorial Forest: 13 plots
- c) Jackson-Frazier Wetland: 6 plots
- d) Percy-Schoener Mitigation Site: 4 plots
- e) Crisp-Lidell Mitigation Site: 4 plots
- f) Fort Hoskins Historic Park (north meadow): 4 plots

Geospatial Information/GIS Data collection and Submittal Requirements:

1. Use the County provided feature classes and File Geodatabase (as-is), with associated attribute drop down list(s), for all field observations and spatial data collection (substitutions will not be accepted).
2. Provide consistent and complete data entry for all feature class attributes.
3. Employ trained staff who are capable of:
 - publishing the provided feature class(es) to ArcGIS Online (or Portal for Arc);
 - creating and publishing FieldMaps apps from ArcGIS Online (or Portal) for field data collection, including offline map areas as needed;
 - collecting field observation data using the Esri FieldMaps app;
 - retrieving feature classes from ArcGIS Online (or Portal) for inclusion in the provided file geodatabase; ;
 - zipping and emailing data collection results within the original file geodatabase back to Benton County.
4. Prairie perimeter mapping: Delineating with GPS/GIS the transition/boundary between prairie and forest, to allow tracking of tree and shrub encroachment into openings.

Successful contractor will use 2022 Benton County imagery and delineate these boundaries within GIS.

5. Assessment of anthropogenic and natural disturbance: Signs of man-made disturbance will be evaluated especially at sites or parts of sites with known use by the public. Any signs of new or existing trails or parts of trails with use by horses, mountain bikes, or hikers, will be mapped with GPS. Basic surrounding land use will be described.

It is the selected contractor's responsibility to ensure that all data is collected, entered and returned as stated above in order to ensure compliance with contract obligations. Benton County will provide a one-time field support service, prior to field data collection, to help ensure that correct field data collection processes will occur.

D. County Responsibilities

Benton County is intending to provide the project management services described below:

- Project Management and Coordination: The County will coordinate with all applicable agencies for permitting. The County will provide timely review of the Contractors submittals.
- Contractor Bid Proposals: The County will prepare the final bid documents and advertise the project. County will be responsible for evaluating the bids via a scoring committee and selecting a contractor.

The County also intends that the Contractor work with the County in a cooperative team setting so that all deliverable items, whether provided for the project by the County or Contractor, will be successfully integrated in a timely manner in conformance with the schedule established for the project.

E. County Representatives

Information may be obtained from Benton County Natural Areas Parks and Events (NAPE) representative:

Jesse Ott, Deputy Director, and Project Manager

Phone: 541 766 6002

e-mail: Jesse.Ott@bentoncountyor.gov

SECTION III. – SELECTION & EVALUATION CRITERIA

A. Selection Process

Beginning with responses to this solicitation, a selection procedure will be used to evaluate the qualifications of interested contractors to provide effectiveness monitoring services to Benton County for this Project. The responses to this solicitation will be evaluated by the Selection Review Committee.

Respondents must meet the requirements and demonstrate the necessary experience and qualifications to complete the project, with the essential staff, on time, and within budget, and provide the required ongoing services in an efficient and cost-effective manner to the County. Each response will be judged on its adherence to submission requirements and quality of its content. Benton County reserves the right to reject any or all responses and is not liable for any costs the respondent incurs while preparing the response. All responses will become public information, without obligation to the County.

B. Selection Review Committee

The Selection Review Committee will be comprised of members of County staff. The role of the Selection Review Committee is to evaluate the responses submitted. If additional information is deemed necessary as part of the evaluations, such information will be solicited in order to allow the committee to complete the evaluation process. The goal of the evaluation process is to select qualified firms to bid the effectiveness monitoring project and believed to best meet the County's expectations for providing the highest quality of services at a cost representing the best value to the tax payers.

C. Response Requirements and Evaluation Criteria

Submittals shall be no more than 15 pages long, excluding the transmittal letter and supporting documents. To establish readily recognizable common denominators for evaluation, arrange the submittal in the general order described herein.

The Selection Review Committee will evaluate whether the respondent provided the following Response Questions:

Section 1. Letter of Transmittal (Pass/Fail)

A separate Letter of Transmittal signed by an authorized representative including statements that;

- This letter shall specifically stipulate that the Contractor accepts all terms and conditions contained in the RFP and supporting documents.
- The letter should provide general information relative to the firm: i.e. name, address, telephone, fax, contact email, and owners of firm.

- The letter should name the person(s) authorized to represent the Respondent in negotiations and the name of the person(s) authorized to sign any contract that may result.
- The Proposer understands the scope and identifies the types of services to be provided.
- The Proposer provides sufficient detail describing the resources, personnel, and operations that will be utilized to achieved goals set within the Scope of Work to provide services.

Section 2. Key Personnel Qualifications 20 Points

Demonstrate Proposer's team qualifications and experience relating to the requested services for the project. References may be included in the evaluation of this criterion. Responses should address the following:

- Extent of principal involvement;
- Names of anticipated key members who will be performing the work and their responsibilities including identification of a Project Manager;
- Current assignments and location of key members and whether these key current assignments will be in conflict with the ability to address work as it is identified;
- Qualifications and relevant individual experience, including sub-consultants;
- Experience as a team on species/habitat monitoring similar in size and scope;
- Project Manager's local experience with similar contracts and interdisciplinary teams.
- Resumes should be included as Supportive Information.

Section 3. Experience with Similar Projects 15 Points

The Proposer will provide a brief professional work history of relevant projects as it relates to the capabilities of proposer and any possible subconsultants to provide the requested services. This work history should only cover projects undertaken by the same staff members to be utilized for this project. Past performance examples which include multiple members of the team proposed for this project may receive a higher ranking.

- Similar Projects, by type and size, with a total of at least 5 project examples performed within the last ten years, that best characterize the work quality and cost control. Include the total cost of the project.
- Internal procedures and/or policies related to work quality and cost control;
- Management and organizational structure;
- Other on-going projects;
- References of at least 3 former clients for examples similar to this project to demonstrate the Proposer's and any proposed sub-consultant's satisfactory performance in terms of scope, time and budget.

Section 4. Project Understanding 20 Points

This section should include a clear and concise understanding of the project based on existing

information and a general description of the purpose of this project and the chief issues to be addressed. The Proposer should be knowledgeable of applicable standard solutions as well as be able to offer innovative ideas. It is important that the Proposer demonstrate an ability to synthesize technical information and communicate this information in verbal, written, or graphic form.

Thorough understanding of Benton County's Habitat Conservation Plan, how the proposer will achieve them and why the Proposer should be selected.

Section 5. Budget 10 Points

Provide the total cost of project, with itemized estimates for all work as requested.

Section 6. Management Techniques 20 Points

- This section should outline the approach to delivering the project. It should include major tasks to be completed as well as resources proposed to complete each task, identifying the Proposer's ability to ensure expeditious completion of the work.
- The classification for each individual designated in the proposal to contribute to a project for Benton County and an estimated number of hours of their time spent on the project.
- Aggressive, but feasible, project schedule.
- Details on how to maintain County communication to finalize project details and gain review and approval on all project elements during the project period, with direct supervision from the Benton County Natural Resources Coordinator and/or the Deputy Director.

Section 7. References 10 Points

Provide references on similar projects completed in the last 5 years. Include names, addresses, and phone numbers for at least 3 references. Please verify that the individuals identified have had direct contact with the referenced project, and the phone number is current. County may check with references and/or may check with other references associated with past work of your firm. Provide reference information on Exhibit E.

Section 8. Adequate Insurance (Pass/Fail)

Provide proof of insurance as evidence of the insurance currently in place for your firm. Include information on compliance with all insurance conditions as required by the County for this Project. See Exhibit D.

Section 9. Appropriate Resources 10 Points

- Describe the material and equipment resources your firm has available to complete the project.
- Detailed description on the resources and approach for completing all monitoring and provision of geospatial data.

Section 10. Subconsultant Management 5 Points

- Describe how you manage your subconsultants.
- Describe how you manage cost control with subconsultants.
- Include explanations of quality control and schedule adherence.

Section 11. Supportive Information (does not count toward 15 page maximum) No Score Assigned

- Proposer's additional project support material (may include graphs, charts, photos, resumes, additional references, etc.)

EVALUATION CRITERIA SCORE

Section 1 – Letter of Transmittal	(Pass/Fail)
Section 2 – Key Personnel Qualifications	20
Section 3 – Experience with Similar Projects	15
Section 4 – Project Understanding	20
Section 5 – Budget	10
Section 6 – Management Techniques	20
Section 7 – References	10
Section 8 – Adequate Insurance	(Pass/Fail)
Section 9 – Appropriate Resources	10
Section 10 – Subconsultant Management	5
Section 11 – Supportive Information	N/A

D. Response evaluation process

Benton County will utilize the adopted criteria to score and rank candidates from the information provided in the responses as well as information solicited in interviews with references and others.

The Selection Committee will consist of the Natural Areas, Parks & Events Deputy Director, Natural Resources Coordinator, and Parks Specialist. The committee will evaluate the proposals per Evaluation Criteria described in this RFP.

Each selection committee member will complete individual scoring and provide scores to NAPE management to identify the highest-scoring proposal for selection.

The selection process may be canceled at any time if the County determines it is in the public interest to do so.

E. Financial Responsibility

Benton County reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the submitting firm's financial responsibility to perform the anticipated contract. Submission of a signed Response shall constitute approval for the County to obtain any credit report information deemed necessary to conduct the evaluation. The County shall notify the firms, in writing, of any other documentation required, which may include, but need not be limited to: recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information; etc. Failure to promptly provide this information shall result in rejection of the submission.

SECTION IV. - PROCESS & TIMELINES

The following process and timelines are established for responses to the Request for Proposal (RFP) from Construction Management firms (CM) with established experience interested in providing CM services for the proposed project renovation. The CM selection process consists of the following steps summarized below:

A. Construction Management Contract Award.

The County will award a Personal Services contract to the best qualified bidder from the RFP process.

B. Anticipated Procurement Timeline

The County anticipates the following general timeline for receiving and evaluating responses and inviting qualified participants to bid on the Project. The timeline listed below may be changed if it is in the County's best interest to do so.

Proposal Milestones

Provide Bid Documents to Contractors	Friday, January 15 th , 2024
Last day for Questions	Wednesday, January 31 st , 2024, 5:00 p.m.
Last Day for Addendum 1 Release (if applicable)	Monday, February, 5 th , 2024
Bid Due Date	Thursday, February 15 th , 2024, 2:00 p.m.
Notice of Intent to Award	Tuesday, February 20 th , 2024
County Contract Award	TBD
Notice of Award	TBD

C. Changes to the Solicitation by Addenda

The County reserves the right to make changes to the RFP by written addendum, which shall be issued to all prospective respondents known to the County to have received the solicitation document.

A prospective respondent may request a change in the RFP by submitting a written request to Benton County Public Works. The request must specify the provisions of the RFP in question, and contain an explanation for the requested change. All request for changes or additional information must be submitted to the County no later than the date set in the RFP schedule.

The County will evaluate any request submitted but reserves the right to determine whether to accept the requested change. If in the Project Manager's opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum as stated above.

Any addenda shall have the same binding effect as though contained in the main body of the RFP. Oral instructions or information concerning the scope of work of the project given out by County managers, employees, or agents to the prospective respondents shall not bind the County.

1. All addenda, clarification, and interpretations will be posted on the Benton County website at <https://finance.bentoncountyor.gov/requests-for-proposals/>. Respondents known by the County to have received a complete set of the response documents will receive notification when additional items are posted.
2. No addenda will be issued later than the date set in the RFP Timeline, except an addendum, if necessary, postponing the date for receipt of responses, withdrawing the solicitation, modifying elements of the response resulting from a delayed process, or requesting additional information or clarifications.
3. Each respondent shall ascertain, prior to submitting a response that the respondent has received all Addenda issued, and receipt of each Addendum shall be acknowledged in the appropriate location on each Addendum and included with the response submittal.

D. Solicitation Protests

A protest of any provision in this RFP must be made in writing and directed to the Project Manager at the address listed in the RFP and shall be received no later than the date listed in the RFP Timeline. Any protest must address the requirement, provision or feature of this RFP or its attachments, that the potential respondent believes is ambiguous, unclear, unfair, contrary to law or likely to limit competition. Such submittals will be reviewed upon receipt and will be answered in writing. No such protests or requests will be considered if received after the deadline. No oral, telegraphic, telephone protests or requests will be accepted.

E. Cost of Preparation of Response

Costs incurred by any respondent in preparation of a response to this RFP shall be the responsibility of the respondent.

F. Cancellation and Late Responses

The County reserves the right to cancel this RFP solicitation at any time before issuance of a resulting Invitation to Bid if cancellation is deemed to be in the County's best interest. In no event shall the County have any liability for the cancellation of award.

All Solicitation Responses that are not received by the deadline stated in the RFP timeline will be considered late. Delays due to mail and/or delivery handling, including, but not limited to delays within County's internal distribution systems, do not excuse the respondent's responsibility for submitting the solicitation response to the correct location by the stated deadline.

G. Conditions of Submittal

By the act of submitting a response to this RFP, the respondent certifies that:

1. The respondent and each person signing on behalf of any respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no elected official, officer, employee, or person, whose salary is payable in whole or in part by the County, has a direct or indirect financial interest in the response, or in the services to which it relates, or in any of the profits thereof other than as fully described in the respondent's response to this solicitation.
2. The respondent has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and, if its response is accepted, the respondent shall accept the contract documents thereto unless substantive changes are made in same without the approval of the respondent.
3. The respondent, if an individual, is of lawful age; is the only one interested in this response; and that no person, firm, or corporation, other than that named, has any interest in the response, or in the proposed contract.
4. The respondent has examined the scope of services and conditions thoroughly and can provide the appropriate insurance, deposits, and bonds.
5. The respondent will comply fully with the specifications for the Project.
6. The respondent can meet any and all registration and certification requirements as set forth and required in the Oregon Revised Statutes and this RFP.

H. Joint Responses

If respondent is a partnership or joint venture, information must be provided for each partner or joint ventures, and each partner or joint ventures must sign the response and any contracts on behalf of both itself and the respondent, and each will be jointly and severally liable. In the case of a legal partnership or joint venture, a written Memorandum of Understanding between the parties must be submitted with the response setting forth the business and service delivery agreements between the parties.

L. Respondent Request Interpretation of RFP Documents

1. Respondents shall promptly notify the County of any ambiguity, inconsistency or error, which they may discover upon examination of the response documents.
2. Respondents requiring clarification or interpretation of the response documents shall make a written request for same to the Contract Manager at the submittal location listed above.

3. The County shall make interpretations, corrections, or changes of the response documents in writing by published Addenda. Interpretations, corrections, or changes of the Response Documents made in any other manner will not be binding, and Respondents shall not rely upon such interpretations, corrections, and changes.
4. Should any doubt or difference of opinion arise between the County and a Respondent as to the items to be furnished hereunder or the interpretation of the provisions of this solicitation, the decision of the County shall be final and binding upon all parties.
5. The County may to the maximum extent allowed by law, waive bid irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

M. Respondent Request for Additional Information

Requests for information regarding County services, programs, or personnel, or any other information shall be submitted in writing directly to the Contract Manager at the address in this document. All requests for additional information shall be submitted in writing. Answers shall be provided to all respondents of record on the date that answers are available.

N. County to Request Clarification and Additional Research

1. The County reserves the right to obtain clarification of any point in a response or to obtain additional information necessary to properly evaluate a particular response. Failure of a respondent to respond to such a request for additional information or clarification could result in a finding that the respondent is non-responsive and consequent rejection of the response.
2. The County may obtain information from any legal source for clarification of any response or for information on any respondent. The County need not inform the respondent of any intent to perform additional research in this respect or of any information thereby received.
3. The County may perform, at its sole option, investigations of the responsible respondent. Information may include, but shall not necessarily be limited to credit history, recent financial statements, current litigation, bonding capacity and related history, and contacting references. All such documents, if requested by the County, become part of the public records and may be disclosed accordingly.
4. The County reserves the right to investigate references including customers other than those listed in the respondent's submission. Investigation may include past performance with respect to its successful performance of similar projects, conformance to Owner's budget, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment to employees and workers or other criteria as determined by the County.

O. Rejection of Responses

The County reserves the right to reject any or all responses received as a result of this request. Responses may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the respondent to adhere to one or more of the provisions established in this RFP.
2. Failure of the Respondent to submit a response in the format specified herein.
3. Failure of the respondent to submit a response within the time requirements established herein.
4. Failure of the respondent to adhere to ethical and professional standards before, during, or following the response process.

The County may reject any response not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all responses upon a finding of the County that it is in the public interest to do so.

P. Modification or Withdrawal of Response by Respondent

1. A response may not be modified, withdrawn, or canceled by the respondent for 60 (sixty) calendar days following the time and date designated for the receipt of responses.
2. Responses submitted early may be modified or withdrawn only by notice to the County Contracts Manager, at the response submittal location, prior to the time designated for receipt of responses. Such notice shall be in writing over the signature of the respondent. All such communications shall be so worded as not to reveal the amount of the original response or any other material contents of the original response.
3. Withdrawn responses may be resubmitted up to the time designated for the receipt of Responses provided that they are then fully in conformance with these Instructions to Respondents.

Q. Response Ownership

1. All responses submitted become and remain the property of the County and, as such, are considered public information and subject to public disclosure within the context of the federal Freedom of Information Act and Oregon Revised Statutes (ORS) 192.501 and ORS 192.502, public records exempt from disclosure.
2. Unless certain pages or specific information are specifically marked “proprietary” and qualify as such within the context of the regulations stated in the preceding paragraph, the County shall make available to any person requesting information through the County's processes for disclosure of public records, any and all information submitted as a result of

this solicitation without obtaining permission from any respondent to do so after the Notice of Intent to award has been released.

R. Affirmative Action

By submitting a Response, the Respondent agrees to comply with the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, Executive Order 11246 (as amended), Fair Employment Practices, Equal Employment Opportunity Act, Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act; Age Discrimination in Employment Act of 1967 (ADEA); and Oregon Revised Statutes (ORS).

S. Disadvantages, Minority, Women, & Emerging Small Business (DMWESB)

Benton County encourages the participation of Target Businesses. These businesses are defined as Disadvantaged, Minority-Owned, Women-Owned, and Emerging Small Businesses (DMWESB) certified by the State of Oregon (OMWESB), and businesses certified as Small Disadvantaged Businesses by the Small Business Administration. Respondents may not discriminate in the award of a subcontract because the subcontractor is a minority, women or emerging small business enterprise (MWESB) certified under ORS 200.055.

By submitting a response, the respondent specifically certifies, under penalty of perjury, that the respondent has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.

T. Protests of Award Selection

A respondent may protest the selection of the Award Selection if the respondent claims to have been adversely affected or aggrieved by the selection of a competing respondent. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.

The following procedure applies to Respondents who protest the Notice of the Award selection, OAR 137-049-0450(5). All protests must be in writing and physically received to Benton County Natural Areas Parks and Events, Corvallis, Oregon no less than seven (7) calendar days from the date of the Notification of Award Selection. Protests shall be addressed to the Contract's Manager at the submittal address listed. Protests not filed within the time specified or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, shall be dismissed.

SECTION V. - SUBMITTAL INSTRUCTIONS AND CHECKLIST

This Request for Proposal (RFP) must be submitted sealed and marked plainly Effectiveness Monitoring, and submitted to Jesse Ott, Deputy Director, Benton County NAPE, 360 SW Avery Avenue, Corvallis, Oregon, 97333, by **4:30 p.m. local time on Thursday, February 15th, 2024.** If the respondent submits an RFP via a delivery service (FedEx, UPS, etc.) the required sealed envelope must be enclosed in the delivery service packaging and the Project Title of the solicitation must be written on the outside delivery service packaging.

Respondents must submit five (5) copies of their RFP which includes an original. In addition to the hard copy (printed paper) version, respondent shall provide an electronic version of the RFP on a USB drive in non-editable, Adobe format.

Failure to comply with these instructions may result in the rejection of the RFP.

- A. RFPs must be submitted on letter-sized (8.5" x 11") paper. Margins must be at least ½" on all sides. Font size can be no smaller than 11.
- B. RFP should be printed double-sided, and prepared in a simple, economical manner, with all pages numbered within each section. The RFP should be prepared succinctly, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP.
- C. The RFP should be separated with section divider pages in the same criterion number order as provided below.
- D. Respondent must provide an electronic version of the RFP on a USB drive in non-editable, Adobe format.

All RFPs must include the following submittals to be considered; as described in **Section III.**

C. Response Requirements and Evaluation Criteria)

- | | |
|---|--|
| <input type="checkbox"/> Letter of Transmittal | <input type="checkbox"/> Certification Statement for Corporations or Independent Contractors (Exhibit B) |
| <input type="checkbox"/> Key Personnel Qualifications | <input type="checkbox"/> Representations and Certifications Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit C) |
| <input type="checkbox"/> Experience with Similar Projects | <input type="checkbox"/> Certification of Insurance Requirement (Exhibit D) |
| <input type="checkbox"/> Project Understanding | <input type="checkbox"/> Retainage (if applicable (Exhibit F)) |
| <input type="checkbox"/> Budget | <input type="checkbox"/> Signed Addenda (if applicable) |
| <input type="checkbox"/> Management Techniques | |
| <input type="checkbox"/> References (Exhibit D) | |
| <input type="checkbox"/> Adequate Insurance | |
| <input type="checkbox"/> Appropriate Resources | |
| <input type="checkbox"/> Subconsultant Management | |
| <input type="checkbox"/> Non-Collusion and Conflict of Interest Certification (Exhibit A) | |

SECTION VI. – DEFINITIONS

DEFINITIONS (as used in these contract documents, except where the context otherwise clearly requires)

OWNER means Benton County, Oregon.

COUNTY’S REPRESENTATIVE PROJECT MANAGER & CONTRACT MANAGER means the person or persons designated by the COUNTY to administer this contract and monitor compliance hereunder.

COMPETITIVE RANGE means the selected firms or persons after the County evaluates and scores Requests for Qualifications based on a list of criteria.

CONTRACT DOCUMENTS means all written documents existing at the time of execution of this contract and setting forth the obligations of the parties, including the Request for Qualifications, Non-Collusion and Conflict of Interest Certification, Certification Statement for Corporation or Independent Contractor, Respondent Representations and Certification Regarding Debarment, Suspension and Other Responsibility Matters, Certification of Insurance Requirements, References, and other attachments, exhibits, or addenda applicable to the final Contract Documents. In addition, written amendments to the Contract Documents executed by the parties from time to time, and any documents expressly incorporated by reference elsewhere in the Contract Documents enumerated above.

CONTRACTOR, FIRM, OR RESPONDENT means the person or firm that has undertaken to perform the work subject of this contract and by whom or on whose behalf the contract was signed.

DELIVERABLE means the acceptable product or service as identified in the statement of work; received as requested at the right: time, place, quality, quantity, and price. A deliverable must be measureable to determine that all conditions and acceptable performance are met.

CM means construction manager.

RESPONSIVE RESPONSE means an offer or response that substantially complies in all material respects with all prescribed procurement procedures and applicable solicitation requirements. When used alone, Responsive means having the characteristic of substantially complying in all material respects with applicable solicitation requirements.

REQUEST FOR PROPOSAL (RFP) means the process to evaluate a person or firm’s qualifications prior to inviting the person or firm to submit a Bid or Solicitation Response for a Project or Purchase.

STATEMENT OF TIME means a period of time, unless stated as a number of County business days, shall include Saturdays, Sundays, and holidays. The word “day” as used in this RFP document, and any resulting contract awarded as a result of this process, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

SUBSTANTIAL COMPLETION means a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or use the Work or a portion thereof for its intended use.

WORK means all tasks specified or necessarily implied in these Contract Documents to perform and complete their intended result. The term encompasses all labor, materials, supplies, tools, equipment, fuel, administrative and support services, overhead, and other direct and indirect expenses necessary to achieve the result intended by the Contract Documents.

**EXHIBIT A - NON-COLLUSION AND CONFLICT OF INTEREST
CERTIFICATION**

The undersigned hereby proposes and, if selected, agrees to furnish the services described in accordance with this Request for Proposal, Exhibits, Attachments, and Addenda, if applicable, for the term of the Agreement and certifies that the Respondent is not in any way involved in collusion and has no known apparent conflict of interest in submitting a Response.

Certifications

Non-Collusion The undersigned Respondent hereby certifies that it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to secure through any unlawful act an advantage over other Respondents or the County. The fees, prices, and response submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices or Responses to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

Discrimination The undersigned Respondent has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.

Conflict of Interest The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the County Board of Commissioners, officer, employee, or person, whose salary is payable in whole or in part by the County, has a direct or indirect financial interest in the award of this Response, or in the services to which this Response relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein. The undersigned hereby submits this Response to furnish all work, services, systems, materials, and labor as indicated herein and agrees to be bound by the following documents: Request for Qualifications, Addenda, Agreement, Exhibits and Attachments, and associated inclusions and references, specifications, Respondent’s response, mutually agreed clarifications, appropriately priced change orders, exceptions which are acceptable to the County, and all other Respondent’s submittals.

Respondent must disclose any apparent or perceived conflict of interest, including but not limited to, current or past relationships with consultants, contractors, subcontractors, or engineers associated with this Project. Furthermore, Respondent must disclose any current or past relationship as an employee of Benton County. If a perceived conflict may exist, then attach a letter of explanation disclosing the potential conflict or relationship.

Disadvantaged, Minority, Emerging Small Business (DMESB) (check box that applies): Yes No

Signature Block

The Respondent hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Respondent’s Name	Telephone Number
Mailing Address, City, State, Zip	Tax Id Number/Social Security Number
Facsimile Number	Email Address
Signature	Date

EXHIBIT B – CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

A. Contractor is a Corporation, Limited Liability Company, or a Partnership

I certify under penalty of perjury that Contractor is a (check one):

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

Signature: _____

Title: _____ Date _____

B. Contractor is a Sole Proprietor Working as an Independent Contractor

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

1. If Contractor is providing services under this Contract for which registration is required under ORS Chapter 71 (Architects and Landscape Contractors) or 701 (Construction Contractors), Contractor has registered as required by law.
2. Contractor is free to determine and exercise control over the means and manner of providing the service subject to the right of the County to specify the desired results.
3. Contractor is responsible for obtaining all licenses or certifications necessary to provide services.
4. Contractor is customarily engaged in providing services as an independent business. Contractor is customarily engaged as an independent contractor if at least three of the following statements are true

Note: Check all that apply. You must check at least three to establish that you are an independent contractor.

- A. Contractor’s services are primarily carried out at a location that is separate from the Contractor’s residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- B. Contractor bears the risk of loss related to the services provided under this Contract.
- C. Contractor provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- D. Contractor makes a significant financial investment in the business.
- E. Contractor has the authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor Signature: _____ **Date:** _____

EXHIBIT C - REPRESENTATIONS AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Failure of the Respondent to complete and sign this form may result in the rejection of the submitted offer. The Respondent will notify County within 30 days of any change in the information provided on this form.

The Respondent certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or Responses by and federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in Paragraph 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
 1. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

If Respondent is unable to attest to any of the statements in this certification, Respondent shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude the Respondent from award of a contract under this procurement.

ATTESTATION:

SIGNATURE OF AUTHORIZED PERSON:

(Notarization is not required)

Signature: _____ Date: _____

Print Name and Title _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____

EXHIBIT D – CERTIFICATION OF INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense for insurance noted below.

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. **Employer's Liability Insurance with coverage limits of not less than \$1,000,000 must be included. THIS COVERAGE IS REQUIRED.** If Contractor does not have coverage, and claims to be exempt, Contractor must indicate exemption within their Bid/Proposal submittal letter with qualified reasons for exemption, see ORS 656.027. Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its subcontractors, agents, officers, or employees' performance under this Contract. **Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$1,000,000 in annual aggregate.

Required by County Not Required by County

Commercial General Liability insurance with coverage satisfactory to the County on an occurrence basis. **Combined single limit shall not be less than \$2,000,000 per occurrence for Bodily Injury and Property Damage and annual aggregate limit for each shall not be less than \$2,000,000.** Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **Annual aggregate must be on a "per project basis".**

If this box is checked, the limits shall be \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

If this box is checked, the limits shall be \$5,000,000 per occurrence and \$5,000,000 in annual aggregate.

Required by County Not Required by County

Automobile Liability covering all owned, non-owned, or hired vehicles. If there are no owned autos this coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). **Combined single limit per accident shall not be less than \$2,000,000.**

If this box is checked, the limits shall be \$1,000,000 per accident.

If this box is checked, the limits shall be \$5,000,000 per accident.

Required by County Not Required by County

Property of Others in Transit (Cargo) covering all County owned property / equipment being hauled by contractor. **Limit per occurrence shall not be less than \$100,000.**

Required by County Not Required by County

Coverage must be provided by an insurance company authorized to do business in Oregon or rated by A.M. Best's Insurance Rating of no less than A-VII or County approval. Contractor's coverage will be primary in the event of loss. Contractor shall furnish a current Certificate of Insurance to the County. Contractor is also responsible to provide renewal Certificates of Insurance upon expiration of any of the required insurance coverage.

Contractor shall immediately notify the County of any change in insurance coverage. The certificate shall also state the deductible or retention level. The County must be listed as an Additional Insured by endorsement of any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage.

The Certificate shall state the following in the description of operations: "Additional Insured Form (include the number) attached. The form is subject to policy terms, conditions and exclusions". A copy of the additional insured endorsement shall be attached to the certificate of insurance. If requested complete copies of insurance policies shall be provided to the County.

Certificate holder should be: Benton County NAPE, 360 SW Avery Avenue, Corvallis OR 97333.

Certificates of Insurance can be e-mailed to bccontracts@bentoncountyor.gov

Contractor's Acceptance: see signature page

Completed at County by: Vance M. Croney

EXHIBIT E – REFERENCES

Respondent Name: _____

Provide at least six (6) references with telephone numbers and e-mail addresses. References must be able to verify the quality of your previous work in the proposed area of work. Add additional pages as needed.

REFERENCE

_____ Organization Name	_____ Telephone
_____ Contact Person	_____ E-Mail
_____ Mailing Address	_____ Contract Term
_____ Contact Person	_____ E-Mail

Project Description

