

**REQUEST FOR PROPOSAL (RFP)
FOR ENGINEERING CONSULTANT SERVICES**

**BENTON COUNTY PUBLIC WORKS
Transportation Safety Action Plan**

Request for Proposal #2325-18



Benton County Board of Commissioners

Xanthippe Augerot, Commissioner
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June 5, 2024

ADVERTISEMENT
BENTON COUNTY DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSAL (RFP) FOR ENGINEERING CONSULTANT SERVICES

Transportation Safety Action Plan

The Benton County Public Works Department is seeking an Engineering Consultant to provide consultant services for the development of a Transportation Safety Action Plan in accordance with the Safe Streets for All Program and the Safe Systems Approach. The solicitation process is pursuant to Benton County Code, Chapter 2: County Contracts.

A copy of the Request for Proposal for Engineering Consultant Services or information pertaining to the Request will be available on June 5, 2024, in the office of the Benton County Department of Public Works located at 360 SW Avery Avenue, Corvallis, Oregon 97333. This document and related information will also be available for download on June 5, 2024, at: <https://finance.bentoncountyor.gov/requests-for-proposals/>.

To be considered for award, the submittal requirements of the Request for Proposal for Engineering Consultant Services must be met. These requirements can be found in Part II - Submittal Requirements.

Consultants shall submit proposals based only on written information received directly from Benton County Public Works. Proposals may be submitted by interested Consultants to: Laurel Byer, County Engineer, Benton County Public Works located at 360 SW Avery Avenue, Corvallis, Oregon 97333 until 4:30 p.m. local time, June 27, 2024. Proposals will not be accepted after this time and date.

Benton County reserves the right not to select any Consultant, if information submitted is not in compliance with the requirements of the Request or if it is not in the County's interest to make a selection from those Consultants responding to the Request.

All interested Consultants must comply with the applicable provisions of ORS 279C.840 or 40 U.S.C. 276a and the applicable provisions of the Equal Employment Opportunity Act of 1972, and the Civil Rights Act of 1964 as amended. Benton County is an equal opportunity employer. Each interested Consultant must submit certification per an equal opportunity employer. Each interested Consultant must submit certification per ORS 279A.110 that the firm has not discriminated against minority, women, or small business enterprises in obtaining any required subcontracts.

Dated this 5th day of June, 2024.

Benton County, Oregon

By: Gary Stockhoff, P.E., Director of Public Works

PUBLISH: Gazette-Times: June 6, 2024
 Daily Journal of Commerce: June 5, 2024

**REQUEST FOR PROPOSAL (RFP) FOR ENGINEERING CONSULTANT SERVICES
TRANSPORTATION SAFETY ACTION PLAN**

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PART I. GENERAL INFORMATION

A. PURPOSE

Benton County Department of Public Works (BCPW) is seeking an Engineering Consultant to provide consultant services for the development of a Transportation Safety Action Plan (TSAP) in accordance with the Safe Streets for All Program and the Safe Systems Approach. All firms submitting proposals are referred to as Proposers in this document. The selected Proposer will be designated as Consultant. The Consultant will provide engineering and public outreach services, which compliment, extend, or enhance BCPW's abilities to support project development.

CONSULTANT SELECTION SCHEDULE

Advertise	June 5, 2024
Proposal deadline	June 27, 2024. at 4:30 p.m. local time
Consultant Selection	July 8, 2024
Interviews (If Necessary)	July 11, 2024
Notice of Intent to Award	July 15, 2024
Contract Execution	August 2024

The contract is anticipated to start in 2024 and will cover approximately a two (2) year period. The scheduled final adoption date for the Safety Action Plan is December 31, 2025.

The contract includes Federal funding and has a DBE Participation Goal of **3%**. This goal will apply to the overall contract including amendments. If a given phase will include little or no opportunity for DBEs, then DBE utilization in other phases will need to be sufficient to meet the overall goal. Exceptions will need to be assessed by the County on a case-by-case basis.

Contract payment is based on a unit price (hourly billing rate) reimbursement. The performance is based on deliverable products and outcomes. The selected Consultant and the County will negotiate the final description of work tasks and deliverables, within the scope of what is advertised here, for inclusion in the Goods and Services Contract and Statement of Work Documents.

This Request for Proposal for Engineering Consultant Services is provided by and is available from Benton County Department of Public Works, 360 SW Avery Avenue, Corvallis, Oregon 97333. This document and related information will also be available for download on June 5, 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:

Laurel Byer, County Engineer
360 SW Avery Avenue
Corvallis OR 97333
541-766-6821
Email: Laurel.Byer@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 a 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 Consultant's responsibility.

Introduction

Benton County, Oregon is a rural county in the Willamette Valley with a total population of 92,200 (2020 Census). The County seat, Corvallis, is home to Oregon State University, Hewlett-Packard, and the Good Samaritan Regional Medical Facility. The County is also a member of the local Corvallis Area Metropolitan Planning Organization (CAMPO) and the Albany Area Metropolitan Planning Organization (AAMPO). It is ideally located 80 miles from the Cascade Range and 50 miles from the Pacific Ocean and as such, receives significant destination and pass-through traffic.

In March 2019, the County adopted an update to their Transportation System Plan (TSP) which included an in-depth analysis of existing roads and needs. Of high concern is the level of commute traffic between adjacent communities. Under the direction of CAMPO, the Oregon Modeling Improvement Program has developed what is known as CALM (Corvallis-Albany-Lebanon Model) to analyze and forecast travel patterns on the regional transportation system. As of 2018, the commute model showed that approximately 66% of employees commute into the core of Corvallis and over half of the people living in that core commute elsewhere for work. During the CAMPO update to the Regional Transportation Plan (2023), one of the key goals identified is to increase safety and accessibility of the transportation system to all users. This was also a common theme in the public outreach for the update to the County TSP.

In addition to the automobile commuters in the region, Corvallis is consistently ranked as a Top 10 Bicycle Friendly City. This means there is a large contingent of commuters (11%) that get to work by bike or by other non-traditional means. There are also riders that come to or through the area either with their road bikes or trail bikes to reach outdoor recreational areas. There is a regional network of 18 miles of paved multi-use paths that generate demand as well as planned multi-modal facilities between the major communities, which have the potential to add over 80 more miles of paved paths.

Two more essential goals of the Benton County TSP are improving mobility and circulation as well as encouraging economic development. To effectively move that direction, the County must also look for ways to improve the regional connections for freight, resource, and agricultural traffic. With so many different types of users, it is no wonder that Goal 1 of the TSP is Safety and the ability to provide safe facilities for diverse modes of transport. This is where a thorough Safety Action Plan is needed to expand on the initial safety concerns highlighted in the County TSP and other regional planning documents.

B. PROJECT SCOPE

Safe Streets for All Transportation Safety Action Plan

A Transportation Safety Action Plan will highlight future implementation projects to enhance safety to prevent death and serious injury for all users. A majority of the roads in the County are narrow with no paved shoulders. From the safety analysis performed for the County TSP update, it was shown that most fatalities and injury crashes occur on rural facilities outside of an Urban Growth Boundary. Overall, Benton County has an average annual fatality rate of 8.24 fatalities per 100,000 people. The County desires to use the Safe Systems Approach to aid the development of the Transportation Safety Action Plan.

Project Management and Roles

County's Project Manager shall manage the Project by providing guidance and direction to Consultant for development of Project deliverables. County's Project Manager and County staff shall

- provide existing data and documents to the consultant;
- review and comment on Project deliverables;
- advise Consultant on public involvement activities;
- participate in Project committee meetings;
- provide legal notice and prepare staff reports;
- make presentations as needed at meetings with the Planning Commission or County Board; and
- encourage involvement of County staff and officials throughout the project to help ensure that final products have the County's support.

Consultant shall prepare Project deliverables and provide to the County in a format suitable for distribution by e-mail unless hardcopy is specified in a subtask. Consultant shall collect other data needed for this Project, consistent with tasks assigned to the Consultant.

Consultant shall maintain regular communication with the County's Project Manager to ensure satisfactory completion of deliverables in accordance with project schedule. Consultant shall arrange and facilitate regularly scheduled virtual meetings for participation by County staff and the Consultant to discuss project progress, issues, and coordination.

Consultant's Key Personnel shall not delegate performance of Project Management activities and responsibilities to other Consultant staff without first obtaining written consent of the County. The County has the right to interview, review the qualifications of, and approve or disapprove any proposed replacement of Key Personnel.

Written and Graphic Deliverable Requirements

All written and graphic deliverables must be submitted in electronic versions. Electronic versions of written deliverables must be in Microsoft Word-compatible format. Written deliverables must include the project name, a title that refers to the contract deliverable, version number (if applicable), and date of preparation. Any deliverables specified for posting on the Project Website must be submitted in Portable Document format (".pdf").

Graphic deliverables may be developed in ArcMap, Adobe Illustrator, Auto CAD, PCMaps, or other applications appropriate to the deliverable. Graphic deliverables submitted for review must be converted to.pdf for readability. Electronic files of final graphics submitted to the County may be in the native application but must also be converted to .pdf. All graphic deliverables must be well documented, with project name, a title that corresponds to the contract deliverable, version number (if applicable), a legend, and the date of preparation.

Maps, aerial photos, and other graphic material prepared for Project memoranda and the Plan must be suitable for enlargement to create wall displays for Project meetings and presentations. Display-sized maps for Project meetings must be printed in color when color is important to public comprehension and must be mounted on foam core to allow display on an easel or wall; display of all graphics by projector only is not acceptable.

Consultant name or logos may not appear on final deliverables, with the exception of the acknowledgement page.

Meeting Requirements

The County shall arrange all Project meetings, Public Events, Briefings, Work Sessions, and Public Hearings, including scheduling meeting dates and times with meeting participants, distribution of agendas and meeting materials in advance of the meeting, reserving a suitable meeting location, placing advertisements in local media, and posting notices in public locations (such as county buildings and libraries). Notice of Public Events and Technical Advisory Committee ("TAC") Meetings must include reference to the Project Website. County shall reproduce paper copies of the Draft Safety Action Plan and other materials that are needed for distribution at Project meetings.

Consultant shall lead the Project Kickoff Meeting, TAC meetings, and Public Events, including preparing agendas and meeting materials, making presentations, and facilitating discussion of relevant issues. At meetings with the County Planning Commission or Board of Commissioners, County staff shall prepare legal notices and staff reports, and lead presentations with assistance from Consultant staff.

Public Involvement

County shall distribute press releases, place advertisements in media, write articles and announcements for placement in County publications, and conduct similar activities to support public involvement efforts for the Project. Consultant shall prepare materials for public involvement as specified in the tasks.

Public involvement must allow the community an opportunity to provide input into the Safety Action Plan process. County shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.

Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.

Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment or health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

C. TASKS

TASK 1 - PROJECT MANAGEMENT

This task is anticipated to provide the following objectives:

- Identify and track project issues that affect the project schedule and budget;
- Coordinate the work of team members;
- Maintain a project file and record;
- Manage resources to successfully complete the project; and
- Coordinate with Benton County in the development of meeting materials and information.

Task 1.1 – Project Management Administration

Consultant shall schedule and coordinate work tasks within this scope of work and shall maintain liaison and coordination with Benton County. Consultant's Project Manager shall communicate with Benton County regarding the status of work being performed and to discuss issues or concerns that may impact the project.

Consultant shall prepare monthly invoices in a format approved by Benton County. The monthly invoices shall include a project status report that summarizes the activities completed that month. The invoice shall compare the budget of each task with the actual amount spent to-date and percent complete of each task during each invoice period. Consultant shall provide a breakdown of the expense costs and copies of expense receipts.

Task 1.1a – Project Kick-off Meeting

Consultant shall conduct a project kick-off meeting with Benton County to confirm the project scope and schedule, establish meeting dates for the bi-weekly one (1) hour check-in meetings, and establish other key milestone meetings to occur during the project. Consultant will prepare a proposed agenda for this meeting and also prepare a meeting summary.

Consultant and County will discuss the Technical Advisory Committee's (TAC) and Stakeholder's Advisory Committee's (SAC) purpose and role, as well as candidate members. The TAC and/or SAC could include:

- ODOT
- City of Corvallis

- CAMPO
- AAMPO
- City of Philomath
- City of Monroe
- City of Adair Village
- City of Albany
- Benton County Sheriff
- Benton County Health Department
- Bicycle and Pedestrian Advocates
- Major transportation generators in the County
- Interested Citizens

Task 1.1b – Periodic Check-In Meetings

Consultant will conduct regular bi-weekly virtual check-in meetings to discuss project status, upcoming milestones, and any other critical project issues or decisions that need to be resolved. Consultant will provide brief meeting notes to document key decisions, discussion items, and action items.

Task 1.1c – City of Corvallis TSAP Coordination

The City of Corvallis is also developing a Transportation Safety Action Plan. Consultant shall ensure that the County’s TSAP efforts and outcomes do not conflict with the City of Corvallis’. If possible, Consultant will coordinate with the City of Corvallis on community engagement events.

Task 1.1d – Project Website

Consultant shall prepare initial material for the Project Website that includes an overview of Project Objectives, Project Schedule, and Project Deliverables. Consultant shall also generate a comment form or other method to allow public input which will include the collection of email addresses as provided by website visitors. The County will be responsible to produce and maintain a separate webpage dedicated to the Transportation Safety Action Plan process.

TASK 2 – VISION, MISSION, and GOALS

Consultant will work with County Staff to generate interest in the planning process by drafting vision, mission, and goals for the County Transportation Safety Action Plan. By establishing vision, mission, and goals, it will help refine the team’s focus and work towards outputs and outcomes that are measurable. The Consultant and staff will present to the Board of Commissioners the draft vision, mission, and goals during a work session and/or regular meeting for adoption. The final document must include a goal and timeline for eliminating roadway fatalities and serious injuries.

TASK 3 – PLANNING EFFORTS AND REGULATIONS REVIEW

Task 3.1 – Review of Federal and State Regulations and Guidance

Consultant will review federal and State regulations and guidance for safety planning and submit a draft regulatory memorandum to the County for review. County will review the regulatory memorandum and provide written feedback. Consultant and County will present findings from the regulatory memo to the TAC for discussion. Consultant will deliver a finalized regulatory memo.

Task 3.2 – Review of Transportation Planning Efforts

Consultant will review and synthesize all current relevant transportation plans in the County for elements of safety and submit a draft summary memo to the County for review. County will review the draft memo and provide written feedback. Consultant and County will present findings from the draft memo to the TAC for discussion. Consultant will deliver a finalized summary memo.

TASK 4 – DATA COLLECTION AND ANALYSIS

This task will be used to gain an understanding of the existing crash types, trends, and causes.

Task 4.1 – Establish Framework for Safety Analysis and Management

Consultant will work with Benton County to identify the types of data summaries and approach to the safety analysis to determine the most beneficial approach for the analysis for the current plan and into the future. The framework will establish near-term and long-term goals, currently available data, the audience for the TSAP, and desired outputs from the analysis. The Highway Safety Manual (HSM) Network Screening and Diagnosis process will guide the analysis method.

Task 4.1a – Inventory of Existing Data

Consultant shall evaluate existing crash data from the most relevant last 5 years and identify gaps. Consultant shall consolidate existing relevant traffic count, speed, and other data needed to accurately evaluate safety needs. If additional or more current data is needed, the Consultant will work with the County to identify and strategize those needs.

Task 4.2 – Existing Conditions and Range of Countermeasures

Consultant will develop documentation summarizing the existing safety conditions. Consultant will provide breakdown by table and chart of the crash data for the following categories:

- Time of day
- Age
- Crash causes
- Speeding
- Drugs/Intoxication

- Crash mode
- Severity
- Crash type
- Urban/rural
- Weather conditions
- Location
- Functional Class

Where appropriate, and where data is available, the crash data will be overlaid with additional information, which may include:

- Bicycle and pedestrian pathways with bicycle and pedestrian crashes
- Urban and rural roadways with crash cause
- Intersection locations with collision type and/or cause
- Roadway features (width, curvature, ADT)
- Socioeconomic indicators using Federal Underserved Community applications

Consultant will synthesize all existing conditions, propose emphasis areas consistent with the Oregon Highway Safety Plan, propose appropriate countermeasures, and submit a draft summary memo to the County for review. The Consultant will also generate a Crash Tree Diagram or other helpful depiction for identifying a high-injury network. County will review the draft memo and provide written feedback. Consultant and County will present findings from the draft memo to the TAC for discussion. Consultant will deliver a finalized Existing Safety Conditions summary memo.

TASK 5 – Engagement and Collaboration

Robust engagement with the public and relevant stakeholders, including the private sector and community groups, allows for feedback and buy-in to a strong overall Safety program. The Consultant, in coordination with County and City staff, will devise a public outreach approach that aligns with Task 1.1c. The public outreach approach must also include strategies for outreach to underserved communities as identified through data or other analyses in collaboration with appropriate partners. Consultant shall prepare a draft public outreach approach for the County to review and approve.

Task 5.1 – Presentation Materials for Engagement

Consultant shall prepare presentation materials for the public engagement events, which may include graphical displays, informational handouts, and draft memoranda. Consultant shall provide County with Presentation Materials for review at least two weeks before the scheduled engagement.

Task 5.2 – Engagement Opportunities

County shall arrange and Consultant shall conduct the public engagement opportunities, potentially five (5) separate 1-hour events open to the public and held at five separate locations as determined by the County. County shall confirm dates, times, and locations in coordination with the City of Corvallis. County shall distribute advertisements and press releases to announce the events.

Consultant shall record comments from participants (from verbal communication with staff and comment forms) in the compilation of public comments. Consultant shall provide a means for visitors to the Project Website to provide comment if they cannot attend any event. County shall provide to the Consultant any public comments received by the County. Consultant shall maintain a compilation of public comments received through the Project Website, from the County, and at Public Engagement Events, and provide an updated compilation of comments to the County within five days after an event.

Consultant shall provide the County with a brief memo that summarizes key issues discussed at the meeting and any implications.

TASK 6 – Strategy and Project Selections

This task is for identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations including an initial equity impact assessment of the proposed projects and strategies, to address the safety problems identified in Task 4.

Task 6.1a – Infrastructure Improvement Countermeasure Locations

Based on the crash patterns, road user characteristics, roadway features, vehicle factors, socioeconomic indicators, environmental conditions, and risk factors identified in the existing conditions analysis, Consultant will identify both location-based solutions and low-cost systemic countermeasures that can be applied in the study area. These countermeasures can be guided by the HSM Diagnosis and Selection of Countermeasures processes as well as Proven Safety Countermeasures.

Consultant will evaluate the roadway network to determine the top 10 locations based on historic crash data and other factors listed above to provide countermeasure recommendations to address crashes at these locations. Characteristics to consider in a systemic approach to safety include identifying roadway features common to severe crash locations such as lane width, shoulder width, curvature, speed limit, and traffic volume.

Consultant will identify the top crash patterns suitable for systemic safety solutions for the study area and will recommend typical countermeasures to be implemented on a system-wide basis.

Consultant will identify planning level cost ranges for recommended solutions for the 10 location-based solutions and up to three systemic solutions. The number of locations and systemic solutions may change based on the outcomes of the crash analysis.

Consultant will document recommendations for potential funding sources to implement the engineering solutions.

Task 6.1b – Non-Infrastructure Countermeasures

Based on the crash patterns, road user characteristics, roadway features, vehicle factors, socioeconomic indicators, environmental conditions, and risk factors identified in the existing conditions analysis, Consultant will identify crash patterns that may be best addressed through the Safe Systems Approach.

Consultant will identify emphasis areas (e.g. DUII, Speeding, Age Related, Right turn hook, etc.) for specific policies and action items.

Consultant will document recommendations on potential funding sources to implement the non-engineering solutions.

TASK 7 – Performance Measures

Consultant will utilize the analysis performed under Task 2, to identify opportunities to improve how processes prioritize transportation safety. The Consultant will recommend policies and specific action items that are most likely to result in reduced crashes based on the analysis. Emphasis areas identified in Task 3.2 will inform the creation of concise and maintainable performance measures. Performance measures are a key principle of performance-based planning and will help assess each of the emphasis areas' key features in order to adequately determine progress towards achieving goals. These Performance Measures will, at a minimum, include the percent of funds to underserved communities, project costs, and lessons learned and recommendations per the County's SS4A grant agreement.

Consultant will prepare a Draft Safety Performance Measures Memo and deliver it to the County for review and comment. Consultant will identify performance measures that align with the Federal Safe Systems Approach, identified Emphasis Areas, and strategies that are based upon best practices and local data availability. Performance measures must be consistent with those applied in the Oregon Highway Safety Plan.

County will review the draft memo and provide written feedback. Consultant and County will present findings from the draft memo to the TAC for discussion. Consultant will deliver a finalized Safety Performance Measures Memo.

TASK 8 – Transportation Safety Action Plan Document

This task includes the development of the Benton County Transportation Safety Action Plan as well as corresponding meetings with the PMT, TAC and/or SAC. It will also include updates to the Planning Commission and Board of Commissioners with an ultimate goal of Plan adoption.

The document shall include:

- Prioritization guidelines for the planned CIP projects with regard to safety.
- A list of up to 10 locations that are the most critical locations based on historic crash data and guidelines for identifying critical locations in the future.
- A list of up to three critical systemic solutions based on historic crash data and guideline for identifying systemic solutions in the future.
- Planning level cost ranges for recommended solutions identified as part of the analysis.
- Comparison of crash trends and rates compared to State and similar counties.
- Strategies that identify data supported solutions.
- Performance Measures as established in Task 7.
- Recommendations on funding sources to implement safety solutions.
- Appendices with documentation of engagement and collaboration.

The document shall be focused on County roadways, but shall also include all jurisdictions for systemic level strategies in accordance with the Safe Systems Approach. Projects that are identified in the County TSAP that fall within the Urban Fringe will be developed in coordination with the City and are intended to be included in the City TSAP for consistency. Also, if the City identifies a need for a project or strategy on a road under County jurisdiction but within City Limits, it will be developed in coordination with the County with the intention of including it into their TSAP for consistency.

Task 8.1 – Progress and Transparency

Consultant shall draft a method to measure progress over time after the Action Plan is adopted, including outcome data. The method(s) shall include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and series injuries. The County shall be responsible to post the adopted TSAP and annual reports online.

D. OTHER CONSULTANT RESPONSIBILITIES

Goods and Services Contract - The successful Consultant will be required to execute the County's Goods and Services Contract (PSC) as further detailed in Part IV of this document. An example of the PSC is attached as Appendix "A" which also identifies the minimum types and amounts of insurance that the Consultant is required to carry. Each selected Consultant will be required to assume responsibility for all services outlined in any Work Authorization Document that may be forthcoming from this Agreement whether the Consultant or its representatives produce them.

The Consultant will:

- Consult with the County as each stage in work progresses
- Perform each task described in the project Statement of Work
- Maintain project schedule described in the Statement of Work
- Submit progress report with each billing
- Comply with all other provisions of the Contract and Statement of Work

Personnel, Materials, and Equipment - The Consultant shall provide competent personnel and shall furnish all supplies, equipment, tools, and incidentals required to accomplish the work. All equipment and tools shall be in good operating condition and shall be kept in proper adjustment throughout the duration of the contract. All materials and supplies shall be of good quality and suitable for the assigned work. The competent personnel designated to work on the project will be subject to the approval of the County based on experience and knowledge.

Safety Equipment - The Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing required by State and Federal regulations.

PART II. - SUBMITTAL REQUIREMENTS

A. GENERAL CONDITIONS

1. County reserves the right, at any time during the solicitation or contract award process, to reject any or all proposals or cancel the solicitation, without liability, if there is good cause or if doing so would be in the public interest.
2. The Proposers should adhere to the format described herein.
3. **Three (3) Copies** of the information should be submitted to:
Laurel Byer, PE
County Engineer
Benton County Public Works
360 SW Avery Avenue
Corvallis, Oregon 97333

on or before 4:30 p.m., local time June 27, 2024. Proposals received after this time will not be accepted. **Faxed or emailed copies will not be accepted.**
4. Submittals shall be no more than 15 pages long, excluding the transmittal letter and supporting documents. One page is considered to be one side of a single 8-½"x11" page and the minimum font size is 12 for the main text. Schedule and cost estimates are allowed on one side of an 11"x17" and will count as a single page.
5. County intends to select a Consultant on the basis of the information provided by each firm. Interviews with firms may also be conducted after review of the submittals. The number of firms invited to be interviewed will be based on the criteria used to evaluate proposals, stated in Part III of this Request for Professional Services.
6. Consultant selection will occur in **July 2024**.
7. Execution of the Consultant Services contract typically occurs within 30 days after selection but shall be completed in conjunction with an approved Statement of Work.
8. This contract is for public work subject to ORS 279C. No proposal will be received or considered unless the proposal contains a statement by the Proposer as part of its proposal that the provisions of ORS 279C.840 or 40 U.S.C 276a are to be complied with.
9. Any proposal may be withdrawn at any time before the "Proposal Due" date and time specified in the Schedule by providing written request to the County. The request shall be executed by a duly authorized representative of the firm. Withdrawal of a proposal will not prejudice the right of the proposer to submit a new proposal.
10. This proposal will be made a part of a file open to public inspection. If a proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Nondisclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to Oregon Public Records Law. The above restriction may not include cost or price information which must be open to public inspection.

Identifying the proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

B. CONTENT AND FORMAT

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

1. A separate Letter of Transmittal signed by an authorized representative including statements that;
 - (a) The Proposer understands the scope and identifies the types of services to be provided.
 - (b) The Proposer agrees to all terms and conditions contained in the request and its attachments,
 - (c) The Proposer and its sub-consultants, if selected, will satisfy insurance coverage requirements for the services offered.
 - (d) The Proposer certifies per ORS 279A.110 that the firm has not discriminated against minority, women or small business enterprises in obtaining any subcontracts.
 - (e) The Proposer states that as part of the proposal the provisions of ORS 279C.840 or 40 U.S.C. 276a are to be complied with.
 - (f) Whether the Proposer is a resident bidder, as defined in ORS 279A.120.
 - (g) Every public contract shall contain a condition that the Consultant shall:
 - 1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
 - 2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 - 3) Not permit any lien or claim to be filed or prosecuted against the state, or county or subdivision thereof, on account of any labor or material furnished.

- 4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. Professional Qualifications

Demonstrate the Proposer's team qualifications and experience relating to the requested services for the project. Specifically, the services of transportation planning and public outreach shall be emphasized in the submittal. References may be included in the evaluation of this criterion. Response 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 similar or related projects;
- Project Manager's experience with similar contracts and interdisciplinary teams.
- Resumes should be included as Supportive Information.

3. Performance Examples

The Proposer will provide a brief professional work history of relevant projects as it relates to the capabilities of the primary firm and any sub-consultants to provide the requested services. Past performance examples which include multiple members of the team proposed for this project may receive a higher ranking. Preference will be given to those with previous experience with federally funded projects, especially Safe Streets For All planning grants.

- 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 and how the project performed on schedule and budget;
- 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 Consultant's and any proposed sub-consultant's satisfactory performance in terms of scope, time and budget.

4. Project Understanding

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 Consultant should be knowledgeable of applicable standard solutions as well as be able to offer innovative ideas. It is important that the Consultant demonstrate an ability to synthesize technical information and communicate this information in verbal, written, or graphic form.

- Thorough understanding of Benton County's Project Goals and why the Proposer should be selected.

5. Approach/Resource Allocation

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 Consultant'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.
- Aggressive, but feasible, project schedule.

6. Supportive Information (will not count toward 15 page maximum)

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

PART III - SELECTION PROCESS

C. SELECTION COMMITTEE

1. The Selection Committee will consist of the County Engineer, the Public Works Director, and any other individual designated by the County Engineer. The committee will evaluate the proposals and conduct interviews if necessary.
2. The selection process may be canceled at any time if the County determines it is in the public interest to do so.

D. EVALUATION CRITERIA

Submittals received on time will be reviewed against the Pass/Fail criteria. Submittals meeting those criteria will be forwarded to the Selection Committee for scoring against the below evaluation criteria and subsequent ranking.

MANDATORY	
<input type="checkbox"/> Letter of Transmittal	Pass/Fail
<input type="checkbox"/> Proposal Format and Length	Pass/Fail
SCORED CRITERIA	
EVALUATION CRITERIA	MAX. SCORE
<input type="checkbox"/> Professional Qualifications	25
<input type="checkbox"/> Performance Examples	25
<input type="checkbox"/> Project Understanding	25
<input type="checkbox"/> Approach/Resource Allocation	20
<input type="checkbox"/> Supportive Information	5
TOTAL SCORE	100 Points

E. INTERVIEWS (IF CONDUCTED)

Interviews may be conducted and scored at the discretion of the County. A short-list of up to three (3) firms may be derived from the firms with the top scores based on the scoring criteria set forth in Section B and D above. If interviews are conducted, only the short-listed firms will be requested to attend and the following will apply: Interview scores will have a maximum value of **20 points** and will be combined with the Scored Criteria to arrive at a total score. The final total scores will be ranked to determine the apparent successful Proposer(s). Further details will be included with notification of time and date of the interview.

F. COMMENTS AND APPEALS

Any firm interested in submitting information who believes that there are specifications contained within this Request for Engineering Consultant Services, which limit competition, may submit written comment to the County Engineer seven days before the submittal deadline.

The County reserves the right to accept or reject any and all proposals; to add or delete proposal items and/or quantities; to amend the RFP; to waive any minor irregularities, informalities, or failure to conform to the RFP; to extend the deadline for submitting proposals; to postpone award of a bid; and to reject, for good cause and without liability; therefore, any and all proposals and upon finding that doing so is in the public interest to cancel the procurement at any time prior to contract execution.

Every Proposer who submits a proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of a competing Proposer shall have seven (7) calendar days after receiving notification to submit a written protest. To be adversely affected or aggrieved, the Proposer must demonstrate that all higher-ranked Proposers were ineligible for selection. The County shall not consider a protest submitted after the deadline established in this section.

PART IV. – GOODS AND SERVICES CONTRACT

The Consultant shall perform work under this contract only by a County issued and fully executed Goods and Services Contract (Appendix A) with attached negotiated Statement of Work. If Consultant refuses an assignment, an authorized representative of Consultant shall submit a written justification for the refusal within two days of receipt of the assignment offer, or according to other County direction accompanying the assignment. The Statement of Work will identify the specific items of work for this Contract. The contract will have a maximum monetary limit as established by this proposal process. The County reserves the right to amend the contract if required.

In the event that Consultant refuses an assignment, documents this decision appropriately and to the County's satisfaction, County reserves the right to offer the project to any other firm whose contract came from this RFP or meets the requirements of the County Code.

The Statement of Work will describe, in detail, the tasks that are to be performed with Consultant staff hours, time of completion, and costs and deliverables for the task items clearly shown. It must include a complete salary and fee schedule for the proposed services that identifies the assigned staff by task and hours to reflect the total cost for the proposed work. The task/hours/staff breakdown shall be submitted in a table format designed by the Consultant. Cost estimates for each work authorization shall be detailed using the Fee Schedule attached to the contract.

Upon receiving notification from the County that a work authorization is to be issued, the Consultant shall conclude any negotiations and submit final cost estimates within no more than 10 working days unless otherwise allowed by the County. No work on a project will begin before County and Consultant required signatures are obtained on the Goods and Services Contract or amendment to the contract for a revised Statement of Work and an official notice-to-proceed has been received from the County.

BENTON COUNTY

GOODS & SERVICES CONTRACT

This is an agreement by and between BENTON COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR.

WHEREAS, COUNTY has need for the goods and/or services of an individual or entity with the particular training, ability, knowledge, and experience possessed by CONTRACTOR, and

WHEREAS, this contract has been let under the small or intermediate procurement, RFP or sole source processes pursuant to Benton County Code (BCC) Chapter 2, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. TERM OF CONTRACT: This contract shall become effective upon signature, and shall terminate on June 30, 20__.
2. SERVICES TO BE PROVIDED: See Attachment B.
3. PAYMENT: \$_____, to be paid upon completion of the services or delivery of the goods contemplated by this contract or within 30 days of receipt of invoice.
4. ASSIGNMENT/DELEGATION: Neither party shall assign, subcontract or transfer any interest in or duty under this agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.
5. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services specified in this agreement, shall act as an independent contractor. Although COUNTY reserves the right to (i) determine and modify the delivery schedule for work to be performed and (ii) evaluate the quality of the completed performance, only CONTRACTOR shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.

CONTRACTOR will not be eligible for any federal social security, state workers' compensation, unemployment insurance, or Public Employees Retirement System benefits from amounts paid under this contract, except as a self-employed individual.

If this payment is to be charged against Federal funds, CONTRACTOR certifies that it is not currently employed by the Federal government and the amount charged does not exceed its normal charge for the type of service provided.

COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any Federal or State taxes applicable to amounts paid under this contract.

6. WARRANTY: COUNTY has relied upon representations by CONTRACTOR regarding its professional ability and training as a material inducement to enter into this contract. CONTRACTOR represents and warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release of such warranty.

7. INDEMNIFICATION. CONTRACTOR shall hold harmless, indemnify, and defend COUNTY, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the COUNTY and its employees. Such indemnification shall also cover claims brought against COUNTY under state or federal workers' compensation laws. If any aspect of this indemnity or the above warranty shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification or the above warranty.

8. INSURANCE: CONTRACTOR and any subcontractors shall maintain insurance acceptable to the COUNTY as provided in Attachment A. Such insurance shall remain in full force and effect throughout the term of this contract.

If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to the provisions of ORS Chapter 656, CONTRACTOR shall maintain currently valid workers' compensation insurance covering all such workers during the entire period of this contract.

9. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills and payments shall be made in writing and may be given by personal delivery, by mail or email, receipt requested. Notices sent by mail should be addressed as follows:

COUNTY: Benton County Public Works Department
Gary Stockhoff, Director
360 Avery Ave.
Corvallis, OR 97333
_____ Email Address

CONTRACTOR: _____

Bills, invoices and payments sent by mail to COUNTY should be addressed as follows:

Benton County Public Works
P.O. Box _____
Corvallis, OR 97339 _____

Email Address

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

10. **TERMINATION:** At any time, with or without cause, COUNTY, in its sole discretion shall have the absolute right to terminate this agreement by giving written notice to CONTRACTOR. If COUNTY terminates pursuant to this paragraph, CONTRACTOR shall be entitled to payment for all services satisfactorily rendered and expenses incurred through the date of termination; provided, that there shall be deducted from such payment the amount of damage, if any, sustained by COUNTY due to any breach of the agreement by CONTRACTOR.

11. **OWNERSHIP OF WORK PRODUCT:** COUNTY shall be the owner of and shall be entitled to possession of all work products of CONTRACTOR that result from this contract ("the work products"). In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal law, CONTRACTOR hereby grants COUNTY a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use all such work products, including but not limited to databases, templates, file formats, scripts, links, procedures, materials, training manuals and other information, designs, plans or works provided or delivered to COUNTY or produced by CONTRACTOR under this contract.

12. **NONDISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

13. **STATUTORY AND REGULATORY COMPLIANCE:** CONTRACTOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this contract, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279C.500, 279C.510, 279C.515, 279C.520 and 279C.530, as amended. In addition, CONTRACTOR expressly agrees to comply with Title VI of the CIVIL RIGHTS ACT of 1964 and comparable state and local laws. CONTRACTOR shall also comply with Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 659A.142, ORS 659A.145, ORS 659A.400 to ORS 659A.406 and all regulations and administrative rules established pursuant to those laws. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.

If required by law or Benton County, CONTRACTOR shall have or obtain pre-employment criminal record checks of staff hired to provide client services

under this agreement. This check is required under ORS Chapter 181 for all purveyors of Community Mental Health Services that provide care, treatment, education, training, instruction, supervision, placement services, recreation or support to children, the elderly or persons with disabilities

14. EXTRA (CHANGED) WORK: Only the Department Head may authorize extra (and/or changed) work. Failure of the CONTRACTOR to secure Department Head authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

CONTRACTOR further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by CONTRACTOR without the express and prior written authorization of the County Administrator.

15. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The CONTRACTOR further covenants that in the performance of this contract it shall not employ any person having any such interest.

16. AUDIT: CONTRACTOR shall maintain records to assure conformance with the terms and conditions of this agreement, and to assure adequate performance and accurate expenditures within the contract period. CONTRACTOR agrees to permit Benton County, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of funds. CONTRACTOR shall notify COUNTY of any independent audit report of CONTRACTOR'S activities or finances prepared for CONTRACTOR and agrees to submit such reports to the County Administrator upon request.

17. NON APPROPRIATION: CONTRACTOR understands and agrees that COUNTY'S payment obligation under this agreement is contingent on COUNTY receiving appropriations, limitations, or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement.

18. GOVERNING LAW: This contract shall be governed and construed by the laws of the State of Oregon.

19. 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.

20. MERGER: This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.

DATED this ____ day of _____, 202__.

CONTRACTOR

BENTON COUNTY

Date: _____

Public Works Director
Date: _____

Reviewed as to form:

County Counsel

AFFIDAVIT

CONTRACTOR declares that it does not currently employ, and will not employ any individuals for work under this contract during the term this contract is in force.

Principal

Date

ATTACHMENT A

A. 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: _____, Corvallis OR 97330 . Certificates of Insurance can be faxed to 541-766-_____ or emailed to _____