

# **REQUEST FOR PROPOSALS**

**Forest Resources Stewardship Plan Update (1,022 acres)**

**Bezell Memorial Forest**

**Fitton Green Natural Area**

**Fort Hoskins Historic Park**



**Benton County Natural Areas & Parks Department**

**360 SW Avery Avenue**

**Corvallis, OR 97333**

**April 14, 2020**

**Laurie Starha, Director (Project Supervisor)**

**Adam Stebbins, Benton County Natural Resources Coordinator (Project Coordinator)**

**BENTON COUNTY, OREGON**  
**REQUEST FOR PROPOSALS**

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FOR DOCUMENTS TO SUPPORT PROPOSAL DEVELOPMENT VISIT:

<https://www.co.benton.or.us/rfps> OR <https://www.co.benton.or.us/parks/page/forest-resources-stewardship-plan-rfp-2020>

## BENTON COUNTY, OREGON

### REQUEST FOR PROPOSALS

#### Forest Resources Stewardship Plan Update (1,022 acres)

#### SECTION I. – ADVERTISEMENT FOR PROPOSALS

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##### Advertisement for Proposals

Notice is hereby given that Benton County, Oregon is seeking Request for Proposals (RFP) from qualified Forestry/Natural Resources/Environmental Consulting private sector companies and non-profit organizations to update the 2010 “Resource Management Plan” for each of the three major properties: Fitton-Green Natural Area (308 acres), Fort Hoskins Historic Park (130 acres), and Beazell Memorial Forest (586 acres) equaling 1,022 acres total. The general scope of work includes: significant GIS mapping/data development at the “resource management unit” level and development of management timelines for each of these units within each of the properties including but not limited to: commercial harvest of conifers, conifer stand enhancement, oak woodland release, wildfire resistance, carbon sequestration, enhanced forest resiliency, sensitive areas protection, and recreational development. The detailed scope of work for updating the plan and desired deliverables are articulated below. It is expected that qualified proposers will familiarize themselves with the current and past plans, in addition to existing geospatial data. Benton County staff will assist proposal submitters as much as practical and allowed under county contract policy. The County has budgeted a maximum of \$40,000 for contractor services requested in this RFP. All proposals shall be submitted and reviewed per County Contracting Policy Chapter 2, with specific attention to sections: 2.205, 2.305, 2.310, 2.325, 2.330, 2.335, 2.345, 2.365, 2.370, 2.375 and Ord. 2005-205 (Preference to Benton County and immediate surrounding areas).

All proposals must be submitted to Adam Stebbins no later than May 28, 2020. To be considered complete, the proposal must include a narrative of how the work will be conducted with respect to the plan content and information desired, identification of who will do the work with resume’ of experience, cost and schedule details, and a description of the firms’ characteristics and qualifications, with names and contact information of three relevant references.

Benton County will form a third party, voluntary Evaluation Committee of independent reviewers that will evaluate the proposals against the scoring rubric described in this RFP. The winning proposal will be selected by the department Director no later than July 7, 2020. However, the County reserves the right to reject all proposals.

**The Request for Proposal, pertinent management plans and geospatial data can be downloaded from the Benton County website: <https://www.co.benton.or.us/rfps> and Benton County Natural Areas & Parks Department webpage: <https://www.co.benton.or.us/parks/page/forest-resources-stewardship-plan-rfp-2020>**

**Full RFP responses** shall be sealed and marked plainly as “Forest Resources Stewardship Plan Update (1,022 acres)”, and postmarked or received by Benton County Natural Areas & Parks Department, Attention Adam Stebbins, 360 SW Avery Avenue, Corvallis, Oregon 97333, by **2:00 p.m. local time on May 28, 2020. See Section V. for full submittal requirements.**

**Proposals received or postmarked 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.

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 this 10<sup>th</sup> day of April, 2020

Benton County, Oregon

By Laurie Starha, Director  
Benton County Natural Areas & Parks  
Department.

**Publish & Notification: April 14, 2020**

*Albany Democrat Herald, Capital Press, Corvallis Gazette-Times, County Website- county RFP page and parks webpage, Department Facebook, Department Email Listserves*

## SECTION II. – BACKGROUND AND INFORMATION

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The plan update covers three large forested Benton County Natural Area and Parks properties. *Bezell Memorial Forest* near Kings Valley, the largest Benton County ownership, was acquired by bequest from Fred Bezell in 2000 as a memorial to his wife Delores, and is the largest ever gift to the county. *Fitton Green Natural Area*, a unique mixed oak woodland near Philomath, was acquired with funding assistance from local land protection leaders Charlie and Elsie Fitton Ross in 1988, and grew with several acquisitions over 10 years and is a major recreational area and part of 10 miles of interconnected trails. *Fort Hoskins Historic Park* near Hoskins was acquired in 1991 to protect the site of the historic fort that sat on a promontory above the Luckiamute River where it enters Kings Valley. Together these properties encompass 1,022 acres, and are some of the premier natural areas and parks in the county.

The primary objectives for the ownerships are to:

1. Conserve populations and habitats for prairie species
2. Provide opportunities for public enjoyment and appreciation
3. Promote diverse wildlife habitats to support native biodiversity
4. Promote environmental education and research
5. Demonstrate environmentally sensitive management and harvest techniques
6. Reverse trends of habitat loss; restore degraded habitats
7. Continue conservative harvesting to provide ongoing park funding
8. Wildfire prevention
9. Carbon capture and climate planning

The 10-year plan for each property with associated mapping data updates provide a framework to guide managers, ensuring a long-term management approach, including following current standards for sustainable forest management. All properties, with a focus on Bezell Memorial Forest specifically, is managed for sustainable harvest of Douglas-Fir to provide for long term trust funding for the park while achieving the primary objectives stated above. Harvest objectives focus on environmentally sensitive logging practices such as the Forest Stewardship Council (FSC) standards and practices that enhance forest health, and are sustainable over time.

### **The scope of services to be considered under this proposal includes:**

1. Mapping & Management Hierarchy (Visualization). The first phase of the plan development will be to update and upgrade existing GIS database for each of the three properties as described in 2.1. Once this is completed, County staff will review the geospatial data with the contractor to develop 10-year management plans for each unit around its overall goal set. These enhanced maps are important to ensure that plans for future work on less-sensitive units do not compromise the goals of more-sensitive adjacent units.
  - 1.1. Using existing geospatial data including current Timber Management Units and maps as reference, and site visits (as needed), create new “Resources Management Units” (RMU) with associated geospatial database that includes attributes and layers that provide a classification of all RMUs in terms of their sensitivity to disturbance. The sensitivity classes are as follows:

1. Sensitivity Class 1- Very sensitive. Typical of known historical/cultural sites, riparian areas and endangered species habitat. These units will be managed for no disturbance from forest management, except for careful enhancement of desirable features.
2. Sensitivity Class 2- Sensitive. Typical of “old growth” or “heritage forest stands”. These units will be managed for only well planned and carefully conducted management disturbances such as trail building, fire resiliency improvement, and invasive species removal.
3. Sensitivity Class 3- Moderate. Typical of areas in need of prescriptive management to improve stand resiliency and structure, such as conifer thinning and oak release. Minimal road building and low-impact mechanized logging equipment will be allowed in these units.
4. Sensitivity Class 4- Commercial. Typical of conifer stands managed primarily for commercial harvest or thinning for future commercial harvest. Road building and low impact mechanized logging will be allowed.
5. Sensitivity Class 5- Development. Typical of public entrance areas where parking and services are provided. Structural enhancements will be allowed.

1.2. Existing Geospatial Data provided by County including but not limited to:

- 1.2.1. Digital Elevation Model
- 1.2.2. Soils
- 1.2.3. Contours
- 1.2.4. Existing Management Units
- 1.2.5. Approximate Dates and Locations of Past Harvests
- 1.2.6. Approximate Past Timber Stocking Volumes
- 1.2.7. Approximate Age Class & Size Class
- 1.2.8. Approximate Past Harvest Totals
- 1.2.9. Habitat/Protected Resources Locations

1.3. Overview of Geospatial Data to be developed by Consultant including but not limited to:

1.3.1. Resource Management Units:

- 1.3.1.1. Create (utilizing a geomodel/geodatabase) “Resource Management Units” or RMUs
- 1.3.1.2. RMU boundaries will be based on historic Timber Management Unit boundaries and new priority GIS inputs (such as habitat, heritage stand, etc.)
- 1.3.1.3. RMU model will be composed of “Sensitivity Classes” based on the RMU sensitivity to disturbance

1.3.2. Sensitivity to Disturbance Classes

- 1.3.2.1 Create Sensitivity Classes utilizing a geomodel/geodatabase that provides identified priority attributes within RMUs through current data utilization and new analysis such as interpolation and ranking, including:
  - 1.3.2.1.1 Highly Sensitive: Typical of riparian areas and endangered species habitat. These units will be managed for no disturbance from forest management, except for careful enhancement of desirable features.
  - 1.3.2.1.2 Sensitive: Typical of old growth and heritage forest stands. These units will be managed for only well planned and carefully conducted disturbances such as trail building, fire resiliency improvement, and invasive species removal.
  - 1.3.2.1.3 Moderate: Typical of areas in need of prescriptive management to improve stand resiliency and structure, such as conifer thinning and oak release. Minimal road building and low-impact mechanized logging equipment will be allowed in these units.
  - 1.3.2.1.4 Commercial: Typical of conifer stands managed primarily for commercial harvest or thinning for future commercial harvest. Road building and low impact mechanized logging will be allowed.
  - 1.3.2.1.5 Development: Typical of public entrance areas where parking and services are provided. Structural enhancements will be allowed.
- 1.4. Completion of field inventory data collection and reports including timber cruising and plot measurements of priority timber stand units to provide timber stocking, inventory estimates, and related current timber volumes and conditions on all Sensitivity Class 3 and 4 units.
- 1.5. Update forest resource assessments and recommended routine management actions for forest structure and health (tree topping, girdling, view shed clearing, road rocking, invasive insect and weed surveys and control, planting and upland oak release, etc.) as appropriate on all RMUs.
- 1.6. Update trends related to forest conditions and timber stocking inventory within each forestry harvest unit of each Class 3 and 4 site;
- 1.7. Make pre-commercial and commercial thinning recommendations and commercial harvest projections for each stand within Class 3 and 4 units.
- 2. Wildfire Prevention is a priority management goal. All units should be assessed for risk of wildfire, according to the following criteria using GIS and field methods, to inform development of future management activities. A section of the Plan report should address the following:
  - 2.1. Thinning and fuels management prioritization
    - 2.1.1. Density of fuels within RMUs
    - 2.1.2. Proximity and risk to or from adjacent RMUs and properties

3. Carbon & Climate. Long-term carbon sequestration is an important management goal combined with management plans that must strive to support vigorous growth and enhance forest vigor and resistance to disease, fire, and infestation. Trends in climate change, and their projected impacts on stand vigor, should be considered as recommendations for future activities are developed. A section of the plan report should address the following:
  - 3.1. Climate planning priorities
  - 3.2. Current carbon capture
  - 3.3. Future carbon capture
4. Old Growth and heritage stand preservation and managing for creation of older forest stands is a major goal. A section of the Plan should further identify and describe all Category 1 and 2 units containing these forest structures. Expanding low-impact recreational access to these area is a moderate goal for Benton County in so far as it does not deter from sensitive habitat goals.
  - 4.1. Current resources
  - 4.2. Projected resources
  - 4.3. Priority protection areas
5. Habitat preservation or enhancement for sensitive plants, insects, and animals is a major goal. A section of the Plan should identify and describe all Category 1, 2, and 3 units with the potential for habitat enhancement with the following characteristics (see past Resource Stewardship Plans for examples).
  - 5.1. Oak Release
  - 5.2. Snags
  - 5.3. Protection Zones
6. Roads. Preservation of existing roads is a priority goal. Creation of new roads is not desired without significant justification. A section of the Plan should address roads.
  - 6.1. Current road condition analysis
  - 6.2. Recommended maintenance
  - 6.3. Recommended additions
7. Commercial harvest. Sustainable harvest of commercial trees is a major goal. However, net revenue maximization is only a minor goal. All Class 3 and 4 units should be assessed for long-term, steady commercial harvest. Harvest plans should prioritize minimizing visual, soil, and residual stand impacts over maximizing net revenue.
  - 7.1. Low impact mechanized logging
  - 7.2. Minimal new road building
  - 7.3. Minimal impact on other major goals and adjacent high-sensitivity units

8. Management Timeline.
  - 8.1. 10 Year plan with adaptive management, annual management priorities and recommended timeline schedule within each Resource Management Unit and for each year within the plan period for each property is required. Activities should be scheduled in a sustainable sequence and at a steady rate to spread annual costs and revenues over the next decade.
  - 8.2. A more general, descriptive activities plan should be developed for each unit in each sensitivity class.
  - 8.3. More detailed activity plans, covering scope of work and timing, should be developed for all Class 3 and 4 units. These must contain sufficient detail to serve as a starting point for soliciting bids from contractors to do the work.
  - 8.4. The Plan should describe the full scope of recommended activities on each property on a year by year basis.
9. Retention of historical information. The current plan (2010) is a rich collection of historical information, soil characteristics, and other descriptive data. To prevent this information from being lost, the new plan should include as an appendix in which this information is referenced.

## **SECTION III. – SELECTION & EVALUATION CRITERIA**

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### **A. Selection Process**

Beginning with responses to this solicitation, a selection procedure will be used to evaluate the qualifications of responding companies to this project. The responses to this solicitation will be evaluated by the Evaluation Committee. Benton County will form a third party, voluntary Evaluation Committee of independent reviewers that will evaluate the proposals against the scoring rubric described in this RFP. However, the County reserves the right to reject all proposals.

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 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. Evaluation Committee**

The Evaluation Committee will be composed of ~7 voluntary (non-county staff) members that are knowledgeable and/or experienced with Benton County Forest Resources Stewardship Plan elements and pertinent county properties, and/or represent the diversity of uses and users within Benton County Natural Areas & Parks. The Evaluation Committee members will review all submitted proposals and provide scoring along with comments for each proposal according to the Benton County Natural Areas & Parks Advisory Board approved scoring criteria. All scoring will be provided to Natural Areas & Parks Director for review and final selection of contractor based on Evaluation Committee responses.

### **C. Evaluation Criteria**

The Evaluation Review Committee will evaluate and provide scoring responses based on the following information and the related total points that should be awarded, in addition to any reviewer comments:

### Section 1. Introductory Letter (Pass/Fail)

- This letter shall specifically stipulate that the Contractor accepts all terms and conditions contained in the RFP and supporting documents AND provide total proposed cost bid.
- The letter should provide general information relative to the firm: i.e. name, address, telephone, fax, contact email, owners of firm, and all professional licenses number as available.
- The introductory letter should name the person(s) authorized to represent the Respondent in correspondence and the name of the person(s) authorized to sign any contract that may result.
- Describe the positions you would identify as “key personnel”, management and supervisory personnel for this project and the amount of time (hours) they will be performing the required scope of work tasks for the full duration of the project.
- Identify your proposed key personnel and their specific experience with preparing plans of a similar nature, using specific examples and include their role and responsibilities in the project.
- Describe their success in projects with similar requirements and schedules.
- Identify which project(s) you feel to be the most similar to this project in terms of size and complexity and their specific role in each project.

### Section 2. Key Personnel Qualifications 20 Points

- Describe the positions you would identify as “key personnel”, management and supervisory personnel for this project and the amount of time (hours) they will be performing the required scope of work tasks for the full duration of the project.
- Identify your proposed key personnel and their specific experience with preparing plans of a similar nature, using specific examples and include their role and responsibilities in the project.
- Describe their success in projects with similar requirements and schedules.
- Identify which project(s) you feel to be the most similar to this project in terms of size and complexity and their specific role in each project.

### Section 3. Experience with Similar Projects 20 Points

- Describe your companies’ experience in the past 5 years with similar projects in size and complexity.
- Describe your success with projects with similar requirements.
- Identify in the past 5 years which project(s) you feel to be the closest to this project in terms of size and complexity, and include information about the size, type, the

client, geospatial data development, field data collection, management objectives and timeline development, and project timeline/completion date.

#### Section 4. Narrative 30 Points

- Provide details on the process and methods of how the work will be conducted to achieve plan goals and information desired.
- Provide details on important resources and skills that will be utilized for successful achievement of plan development.
- Propose unique abilities that provide for development of a highest quality plan.
- Describe how county staff will be involved throughout the development process to ensure that GIS database updates and management planning will occur.
- Describe how successful development of GIS database updates (RMUs, Sensitivity Classes, others), forestry analysis updates, other data updates, and full final report will occur.

#### Section 5. Scheduling 10 Points

- Propose a schedule no more than one page (fold out is optional), for development of the plan.
- Assume a July 16, 2020 start date with full completion no later than January 31<sup>st</sup>, 2021. Address how you will phase the work. Describe planning, scheduling, phasing and project monitoring processes. The successful Contractor will be required to have routine weekly check-ins with Project Coordinator to evaluate status and reach agreement on priority goals.

#### Section 6. Budget 10 Points

- Provide an estimate of project costs (hourly rates, materials, and other itemized expenses) for Phase 1- Mapping, and Phase 2- Plan Development.
- Provide justification for proposed costs.

#### Section 7. References 5 Points

Provide references on similar projects completed in the last 5 years. Include names, addresses, and phone numbers for at least 3 references from 3 client types if possible (Government, Non-Profit, Private). Please verify that the individuals identified have had direct contact with the referenced project, and the phone number is current. County will check with references regarding past work. After the competitive proposals have been established and the ranking places the top 3 candidates, reference checks and qualifications for stated projects will be conducted by Benton County. If through the process of verifying references and eligibility, a candidate is eliminated from the top candidate lists, then the next qualified applicant may be included in the group.

Section 8. Adequate Insurance (Pass/Fail)

Provide proof of insurance (see Exhibit D) 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.

Section 9. Appropriate Resources 5 Points

**EVALUATION CRITERIA SCORE**

Section 1 - Introductory Letter	(Pass/Fail)	*Comments (to be provided by Evaluation Committee members)
Section 2 - Key Personnel Qualifications	20	*
Section 3 - Experience with Similar Projects	20	*
Section 4- Narrative	30	*
Section 5 - Scheduling	10	*
Section 6 - Budget	10	*
Section 7 – References	5	*
Section 8- Adequate Insurance	(Pass/Fail)	*
Section 9 – Appropriate Resources	5	*

**D. Response evaluation process**

The volunteer, third-party Evaluation Committee will utilize the adopted criteria to score and rank candidates from the information provided in the responses.

Each criterion has been assigned a weight between 0 and 30 points. Each member of the Evaluation Committee will rate each proposal in each criterion between 0 and the maximum valued score. The Evaluation Committee members will then total the scores from all of the

criteria to obtain the total score. The result of this total score will be used to rank all Respondents. In addition, the Committee can provide written comments.

After all of the response evaluations are completed, the Committee will provide their responses to the Director to establish a ranking based on all scoring and comment information received, all proposal information presented, and all information found through the review process. After the competitive proposals have been established and the ranking places the top 3 candidates, reference checks and qualifications for stated projects will be conducted by Benton County. If through the process of verifying references and eligibility, a candidate is eliminated from the top candidate lists, then the next qualified applicant may be included in the group. Responses to this RFP not providing all evaluation criteria will not be considered for review.

#### **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

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The following process and timelines are established for responses to this Request for Proposal (RFP).

### **A. Contract Award.**

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

### **B. Anticipated Timeline**

The County anticipates the following general timeline for receiving and evaluating responses and completing project work phases:

April 14, 2020	Benton County Natural Areas & Parks Staff/Director Complete RFP document and released for advertisement per county contract policy and county attorney approval
May 28, 2020	Deadline for RFP submittals; Start of Evaluation Committee review and scoring
July 7, 2020	Evaluation Committee Scoring Completed; Director selects Contractor, Notice of Intent to Award Contract
July 15, 2020	Protest Period Ends
July 16, 2020	Start Forest Stewardship Plan Updates
July 16 - November 16, 2020	Contractor completes Plan Updates with input and review support from staff
November 2020	Advisory Committee input and 2 Public Meetings on 90% ready Draft Plan <b>with selected Contractor present at these meetings</b>
January 31, 2021	Final Plan Update ready for adoption by Board of Commissioners

### **C. Solicitation Protests**

A protest of any provision in this RFP must be made in writing and directed to the Project Supervisor at the address listed in the RFP and shall be received no later than the deadline for submittal 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.

### **D. 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.

**E. Cancellation and Late Responses**

The County reserves the right to cancel this RFP solicitation at any time 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.

**F. 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.

**G. 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.

**H. 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 to the Project Coordinator at the submittal location listed.
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 irregularities or strict compliance with any requirement herein if it concludes such action to be in its best interest.

**I. 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 Project Coordinator 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.

**J. 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.

**K. 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.

**L. 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 Project Coordinator, 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.

**M. 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.

**N. 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).

**O. 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.

**P. Protests of Award Selection**

A respondent may protest the selection of the award 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. All protests must be in writing and physically received at the Benton County Natural Areas & Parks Department, Corvallis, Oregon, and no less than seven (7) calendar days from the date of the Notification of Award Selection. Protests shall be addressed to the Project Supervisor 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

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This Request for Proposal (RFP) must be submitted sealed and marked plainly **Forest Resources Stewardship Plan Update (1,022 acres)**, and submitted to Adam Stebbins, Benton Natural Areas & Parks Department, 360 SW Avery Avenue, Corvallis, Oregon, 97333, by **2:00 p.m. local time on May 28, 2020**. 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 eight (8) copies of their RFP which includes an original. In addition to the hard copy (printed paper) version, respondent shall provide an electronic version 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 straight forward, 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 all proposal elements on a USB drive in non-editable, Adobe format.

## **SECTION VI. - DEFINITIONS**

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**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, CONSULTANT, 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 measurable to determine that all conditions and acceptable performance are met.

**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.

**RESPONSE DOCUMENT** means the RFP and supporting information provided by county.

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: \_\_\_\_\_

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**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, 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, of 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;
6. 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

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**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 Public Works, 360 SW Avery Avenue, Corvallis OR 97333.** Certificates of Insurance can be emailed to Public Works, [Randi.K.Hamlet@co.benton.or.us](mailto:Randi.K.Hamlet@co.benton.or.us)

Contractor's Acceptance: \_\_\_\_\_ Completed at County by: Vance M. Croney

## EXHIBIT E – REFERENCES

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

Provide at least six (3) 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

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