



BENTON COUNTY, OREGON  
NATURAL AREAS & PARKS DEPARTMENT  
360 SW AVERY AVENUE  
CORVALLIS, OREGON 97333  
PHONE: 541-766-6871

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**REQUEST FOR PROPOSALS**

**Effectiveness Monitoring Services  
for Prairie Conservation Areas**

**BRIEF DESCRIPTION OF WORK TO BE PERFORMED**

Benton County requests proposals for Effectiveness Monitoring Services, as required under the Benton County Prairie Species Habitat Conservation Plan (HCP).

Effectiveness monitoring services are to be provided at specific 'Prairie Conservation Areas' (PCAs) within the following Benton County parks and natural areas: Bezell Memorial Forest, Fitton Green Natural Area, Jackson-Frazier Wetland; Crisp-Lidell Mitigation Site, and Percy-Schoener Mitigation Site.

**Proposal Availability**

Proposal document will be available on **February 11<sup>th</sup>, 2021** starting at 2:00 PM PDT (due to COVID 19 restrictions RFP will only be provided electronically) located at:

<https://www.co.benton.or.us/parks/page/hcp-effectiveness-monitoring-2021>

The above website includes the following RFP packet: Effectiveness Monitoring RFP 2021, Benton County Prairie Habitat Conservation Plan, December 2010; Benton County Prairie Management Plans, December 2010; Benton County 2018 Effectiveness Monitoring Report (including monitoring data), and Benton County Prairie Baseline Inventory Report, October 2011.

**Proposal Submission**

To be considered for award the following conditions must be met:

Provide electronic PDF proposal; proposal to be emailed to [adam.stebbins@co.benton.or.us](mailto:adam.stebbins@co.benton.or.us) with subject line label of 'Effectiveness Monitoring Services RFP 2021'; and received before the submission deadline of: **5:00 p.m., March 11 th, 2021.**

**NOTE:** Benton County reserves the right to reject any or all proposals, to postpone the award of the contract for a period not to exceed thirty (30) days, and to accept that proposal which is in the best interest of the County.

Evaluation criteria to be applied by County in awarding the contract will include identifying the proposal that best meets the county needs relative to the RFP Evaluation Criteria shown in Attachment D (to be scored by lead staff and reviewed by Department Director(s)).

The process for complaints related to this RFP include: review by the Natural Areas and Parks Board, and ultimately the Board of Commissioners (as needed) to assess validity and remedy of complaint (determined by Director). Potential contractors can also provide comments on any specifications which they feel limit competition.

## **Request For Proposals**

### **Effectiveness Monitoring of Prairie Conservation Areas (PCAs)**

#### **I. Introduction**

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

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

#### **II. Background Information**

The Monitoring work will be done in consultation with Benton County Natural Areas & Parks with direct oversight from the Natural Resources Coordinator.

Monitoring shall be conducted by qualified biologists or natural resource specialists in possession of any permits required by regulatory agencies (state or federal) for the monitoring activities they are conducting.

Effectiveness Monitoring objectives include:

- Tracking population trends of Covered Species on PCAs where management activities are occurring;
- Detecting changes in habitat quality (plant community composition and species cover) over time;
- Determining management actions that are necessary;
- Measuring success of restoration activities (i.e., evaluate effects of mowing, limited livestock grazing, burning, herbicide application, etc.);
- Measuring fulfillment of mitigation requirements;

- Early detection of invasive plants and animals;
- Detecting woody plant encroachment and litter/thatch build up;
- Providing feedback for adaptive management.

### **Effectiveness Monitoring Timing**

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

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

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

### **III. Cost**

Benton County has approved a total maximum cost of \$20,000 for work as described.

### **IV. Scope of Work**

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

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

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

prescribed in the HCP in 2010, but aligns with methods currently used by USFWS to quantify nectar resources (calculations of nectar sugar availability per square meter).

- c. Taylor's checkerspot butterflies are quantified on the basis of square meters of host plants (primarily English plantain and golden paintbrush (*Castilleja levisecta*) and native nectar plants present in areas being actively used by or managed for the butterfly. Measuring the quantity and attributes of butterfly habitat, including cover of host plants and abundance of nectar plants within sections of a grid (Taylor's checkerspot) or 50 meter buffer areas around lupine host plants (Fender's blue butterfly). The grid or buffer area will be delineated in GIS and marked as needed. This will allow tracking of trends (e.g., density of nectar floral units or nectar sugar – see USFWS 2010, Schultz & Dlugosch 1999, Crone & Kallioniemi 2009, Thomas 2010) within specific areas of the population and site, and comparison between data from prior monitoring cycles.
- d. Prairie Habitat Condition Monitoring will be completed only at locations within PCA sites where habitat restoration and enhancement activities are implemented for the Covered Species. Monitoring will include measurements of: shrub and tree encroachment into prairie habitats, Invasive species, disturbance (anthropogenic and natural), thatch and plant litter accumulation, plant community composition
- e. To facilitate evaluation of effectiveness monitoring data over time, the area monitored, including Covered Species locations, invasive species mapping, and vegetation sampling, will be delineated (via GPS & GIS) when monitoring occurs. This will allow a consistent comparison of habitat status between monitoring events (e.g., comparison of invasive species density in the part of a meadow occupied by Taylor's checkerspot).

The following Specific monitoring will occur:

- a. Fitton Green Natural Area: Planted Kincaid's lupine
- b. Bezell Memorial Forest: Planted Kincaid's lupine (Bird Loop) and Assessment of Taylor's Checkerspot host and nectar plants will be derived from plant community data sampled.
- c. Jackson-Frazier Wetland: Bradshaw's Lomatium, Nelson's Checkermallow
- d. Percy-Schoener and Crisp-Lidell (Lumos): Kincaids Lupine
- e. Mapping of aggressive or noxious weeds (A or B species following ODA classification) in the prairie habitats with or adjacent to HCP species, or where species introductions are planned for the future. Established and satellite populations (isolated patches of one to a few individuals) of invasive plant species will be identified and mapped. Methods will include using a combination of GIS maps, aerial photos, and GPS. Occurrences of invasive animals will be noted and areas of damage caused by these species will be mapped.
- f. Plant community sampling (using 5 meter by 5 meter plots). Plots will be mapped for future relocation via GPS for future relocation. Plant community composition will be measured within these plots as described in the HCP (updated Effectiveness Monitoring).

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

- a. Fitton Green Natural Area: 4 plots

- b. Beazell Memorial Forest: 13 plots
- c. Jackson-Frazier Wetland: 6 plots
- d. Percy-Schoener Mitigation Site: 4 plots
- e. Crisp-Lidell Mitigation Site: 4 plots

#### Reporting Requirements

1. Prairie perimeter mapping: Delineating with GPS/GIS the transition/boundary between prairie and forest, to allow tracking of tree and shrub encroachment into openings. Successful contractor will use 2020 Benton County 3" imagery and delineate these boundaries into GIS.
2. Assessment of anthropogenic and natural disturbance: Signs of man-made disturbance will be evaluated especially at sites or parts of sites with known use by the public. Any signs of new or existing trails or parts of trails with use by horses, mountain bikes, or hikers, will be mapped with GPS. Basic surrounding land use will be described.
3. Fieldwork shall be completed by June 30, 2018. Contractor shall submit all monitoring data, GIS data in ESRI shapefile format, (Oregon State Plane North, International Feet, HARN), and a report detailing results and specific field methods used to the Natural Areas and Parks Department by September 30, 2021.

#### Additional Requirements:

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

#### **V. Terms**

Contract shall become effective upon signature of all parties and approval by Benton County Counsel. **Work to begin immediately after contract approval for 2021 season.** The to be established Contract term is effective through September 30, 2021. Extensions of the contract for future Effectiveness Monitoring is possible, assuming satisfactory completion of work and agreement by both parties.

## V. Submission Requirements

Proposal to be emailed to [adam.stebbins@co.benton.or.us](mailto:adam.stebbins@co.benton.or.us) with subject line label of 'Effectiveness Monitoring Services RFP 2021'; and received before the submission deadline of: **5:00 p.m., March 9th, 2021.**

### **Proposals shall include, at a minimum, the following information:**

- A. The contractor's hourly and lump sum price for services outlined in RFP, respondent's company name, address, DUNS number, as well as name, title and signature of person authorized to enter into a contract shall appear on the proposal. [Attachment A]
- B. Explanation of contractor's ability to perform the required work including level of professional expertise, work experience with similar projects, depth of staffing. Understanding of services to be provided and requirements of U.S. Fish & Wildlife Service program requirement.
- C. Minimum of 3 (3) references within the last 5 years from projects of similar type and size. Briefly describe projects including scope of work and how they relate to this RFP. Include agency or firm name, address, primary person you worked with, their phone number and date(s) of service.
- D. Clearly indicate any and all additional fees you typically charge, that are not covered here in the Contractor's Proposal.
- E. Explanation of contractor's availability to perform required work during the limited 2021 Field Season. Demonstrated ability to complete projects on time and within budget is required.
- F. The submission shall be signed by an individual authorized to bind the contractor and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. It shall include the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the company.
- G. Each bid or proposal must identify whether the bidder is a resident bidder, as defined by ORS 279A.120.

The County reserves the right to reject any or all proposals submitted or make modifications to the scope of work, subject to appropriate negotiation.

The County agrees to not discriminate on the basis of age, race, religion, sex, color, national origin, marital status, family status, source of income, sexual preference, mental or physical disability in review of the proposals or execution of agreements of the work.

The County shall not be liable for any costs incurred by the respondent in preparation or presentation of the proposal. The County reserves the right to reject any or all proposals felt not to be in the best interest of Benton County. The County reserves the right to waive irregularities and minor informalities if it is in the public interest to do so.

## VIII. Questions

G:\Natural Areas, Parks and Events\Parks\Habitat Conservation Plan\HCP Reporting & Mitigation\HCP\_Tracking\_Cooperators\Effectiveness Monitoring 2021 RFP\RFP\_Benton\_County\_Final\_Effectiveness\_Monitoring\_2021.docx

Proposers should direct comments and questions that are directly related to the RFP to:

Adam Stebbins

Benton County Natural Areas and Parks Department, Natural Resources Coordinator

360 S.W. Avery Avenue

Corvallis, OR 97333

Phone: (541) 766-6085

E-mail: [adam.stebbins@co.benton.or.us](mailto:adam.stebbins@co.benton.or.us)

### **RFP Attachments**

- A. Contractor Proposal Template
- B. Benton County Insurance Requirements
- C. Example Personal Services Contract
- D. RFP Scoring Criteria

### **Electronic Background Attachments**

Benton County Prairie Habitat Conservation Plan, December 2010 [electronic format]; Benton County Prairie Management Plans, December 2010 [electronic format]; Benton County 2014 Effectiveness Monitoring Report (including monitoring data), 2015 Prairie Conservation Areas (Percy-Schoener and Crisp-Lidell) Effectiveness Monitoring Report, and Benton County Prairie Baseline Inventory Report, October 2011 (complete data set and photo points submitted with this plan) [electronic format]. Contractor Proposal Template, and Benton County Insurance Requirements.

**Attachments available at:** <https://www.co.benton.or.us/parks/page/hcp-effectiveness-monitoring-request-proposals-rfp-2021>

Effectiveness Monitoring RFP 2021, Benton County Prairie Habitat Conservation Plan, December 2010; Benton County Prairie Management Plans, December 2010; Benton County 2018 Effectiveness Monitoring Report (including monitoring data), and Benton County Prairie Baseline Inventory Report, October 2011.



**BENTON COUNTY, OREGON**  
**NATURAL AREAS & PARKS DEPARTMENT**  
**360 SW AVERY AVENUE**  
**CORVALLIS, OREGON 97333**  
**PHONE: 541-766-6871 FAX 541-766-6891**  
**CONTRACTOR PROPOSAL TEMPLATE**  
**Effectiveness Monitoring Services**

Lump Sum \_\_\_\_\_ dollars

Total written in words

Lump Sum Total \$ \_\_\_\_\_

**Comments or Exceptions:**

\_\_\_\_\_

Company Offering Quote: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company DUNS # \_\_\_\_\_

(Printed Name and Title): \_\_\_\_\_

The undersigned has the authority to commit the vendor to the proposal as identified in these documents, and certifies that this information is true and accurate.

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

Contact Number(s):

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

Cell: \_\_\_\_\_



**FAX:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

## ATTACHMENT B

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

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

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

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

Required by County     Not Required by County

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

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

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

Required by County     Not Required by County

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

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

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

Required by County     Not Required by County

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

Required by County     Not Required by County

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

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

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

**Certificate holder should be: Benton County 360 SW Avery Ave., Corvallis OR 97333.** Certificates of Insurance can be faxed to 541-766-6891 or emailed to Natural Areas & Parks at [Leanna.Buck@co.benton.or.us](mailto:Leanna.Buck@co.benton.or.us)

Contractor's Acceptance: see signature page

Completed at County by: Vance M. Croney

## ATTACHMENT C

### Example of Benton County Personal Services Contract (required if successful)

## BENTON COUNTY

### PERSONAL 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 services of an individual with the particular training, ability, knowledge, and experience possessed by CONTRACTOR,

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, 20xx.

2. SERVICES TO BE PROVIDED: Per the attached contractor proposal dated \_\_\_\_\_, contractor to provide \_\_\_\_\_

3. PAYMENT: A sum not to exceed \$ \_\_\_\_\_, to be paid \_\_\_\_\_ until completion of the services contemplated by this contract.

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 G:\Natural Areas, Parks and Events\Parks\Habitat Conservation Plan\HCP Reporting & Mitigation\HCP\_Tracking\_Cooperators\Effectiveness Monitoring 2021 RFP\RFP\_Benton\_County\_Final\_Effectiveness\_Monitoring\_2021.docx

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 or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

COUNTY: Benton County Natural Areas, Parks, Events  
360 SW Avery Avenue  
Corvallis, OR 97333

CONTRACTOR:

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. Should the CONTRACTOR fail to complete this contract within the time fixed for completion, due allowance being made for unavoidable delays, he shall become liable to COUNTY in the amount of \$-0- per calendar day for each day said work remains incomplete beyond the time for completion. If it appears to the CONTRACTOR that s/he will not complete the work in the time agreed, s/he shall make written application to COUNTY at least ten (10) calendar days prior to expiration of the time for completion, stating the reasons why and the amount of extension s/he believes should be granted. The COUNTY may then, with discretion, grant, or deny such extension.

12. 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.

14. EXTRA (CHANGED) WORK: Only the Natural Areas & Parks Department Director or his/her designee may authorize extra (and/or changed) work. Failure of the CONTRACTOR to secure Director 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 Director.

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 Director upon request.

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

18. 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.

19. 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.

CONTRACTOR

BENTON COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Laurie Starha  
Natural Areas & Parks Director

Title \_\_\_\_\_

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

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

Tax ID#\_\_\_\_\_

Reviewed as to form:

\_\_\_\_\_  
County Counsel



# ATTACHMENT D

## RFP Scoring Criteria

<b>RFP Scoring Criteria</b>				
<b>Effectiveness Monitoring 2021</b>				
* Benton County NAPE will complete scoring and comments pertinent to RFP requirements; total scoring and comments will be basis for awarding of contract.				
<b>RFP Requirements</b>	<b>Exceeds Requirements (3 pts)</b>	<b>Meets Requirements (2)</b>	<b>Does not fully meet Requirement (1)</b>	<b>Comments</b>
Detecting changes in habitat quality				
Kincaid Lupine Census				
Nectar and host species census (associated with Taylors Checkerspot Butterfly)				
Shrub and tree encroachment assessment				
Invasive species assessment				
Disturbance (anthropogenic and natural) assessment				
Trach and plant litter accumulation assessment				
Plant community composition assessment				
Mapping associated with all monitoring				
Ability to perform the required work				
References				
Total Cost				