



REQUEST FOR PROPOSALS #2017-77

FOR

Digester Cleaning & Disposal Services

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Donald Krupp
County Administrator**

**George Marlton
Procurement Division Director**

**Kimberly Boswell
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: December 14, 2017

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	November 21, 2017
Protest of Specifications Deadline.....	November 28, 2017, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	December 7, 2017, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	December 14, 2017, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January, 2018

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SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County Service District No. 1 (CCSD1) and Water Environment Services (WES) (collectively WES), through their Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, December 14, 2017** (“Closing”), to provide Digester Cleaning & Disposal Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in January, 2018 and continue through December 30, 2022.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals may be emailed to procurement@clackamas.us or sent to Clackamas County at the above Kaen Road address.

Contact Information

Procurement Process and Technical Questions: Kimberly Boswell, kboswell@clackamas.us, 503-742-5453.

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

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

SECTION 2 INSTRUCTIONS TO PROPOSERS

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

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

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

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

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: All Proposals must be submitted in a sealed envelope bearing on the outside, the name and address of the Proposer, the project title, and Closing date/time. Proposals must be submitted in accordance with Section 5.

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

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

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

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

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

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

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.501(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” ORS 192.500(1). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

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

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

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

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

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

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County

grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION / BACKGROUND

Clackamas County Service District No. 1 (“CCSD1”) and Water Environment Services (“WES”) (collectively “WES”) are seeking the services of a qualified contractor to provide digester cleaning, on-call biosolids removal/disposal services and solids removal.

The work to be done will be at the following locations:

- Tri-City Water Pollution Control Plant (Tri-City) located at 15941 S. Agnes Avenue, Oregon City, OR 97045
- Kellogg Creek Water Resource Recovery Facility (Kellogg) located at 11525 SE McLoughlin Blvd. Milwaukie, OR 97222
- Hoodland Sewage Treatment Plant (Hoodland) located at 24596 E. Bright Ave. Welches, OR 97067

See Table 1 for description and characteristics of the treatment plants and their digesters.

Volume of Class B biosolids or digested solids for the Kellogg Facility and Tri-City Plant digester cleanings have ranged from 90,000 – 250,000 gallons. Volume of Class B biosolids or digested solids required for removal due to upset conditions may range from 250,000 – 500,000 gallons. Solids removal from process basins are typically 5 yards or less.

The methodology to clean the digesters will not be specified by WES. Satisfactory completion of the contract will be based on the final results as it is compared to the specified requirements. However, the Proposer should include in their proposal a description with enough detail to explain the proposed procedure to allow WES to evaluate anticipated results.

WES reserves the right to reject any methodology it deems unsatisfactory for any reason. Reasons may include, but are not limited to, excessive time requirements, potential damage to digester structure or equipment and potential disruption to plant operations. Any work Contractor expects WES to perform beyond what is included in these specifications shall be described in detail in the Proposal.

Contractor shall make all inquiries, investigations and examinations necessary into ascertaining all site conditions and requirements affecting the full performance of the contract.

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

3.2. SCOPE OF WORK

3.2.1. **Scope:**

This procurement consists of three parts:

A. SCOPE OF WORK: DIGESTER CLEANING

Contractor to provide all labor, material, equipment, and supplies necessary for the provision of Digester Cleaning and Disposal Services on an “as needed basis” during a five (5) year period in accordance with the provisions and specifications contained herein. It is anticipated that one (1) to two (2) digesters per year will need to be cleaned during this contract.

Travel hours, Contractor's equipment, licensing, permits, overhead, environmental disposal, fuel surcharge and any other incidental fees will not be permitted as additional changes under the contract. Pricing must be all inclusive.

Due to security, WES does not provide schematics plans of the digesters.

Prior to mobilization, Contractor must prepare and obtain WES approval of submittal detailing dewatered solids handling plan, confirmation by contract hauler of hauling schedule, and daily maximum hauling limits.

SCHEDULING DIGESTER CLEANING

Contractor and WES will determine schedule of cleaning based on operational needs, including odor and noise mitigation, as well as construction projects occurring at the treatment plants. Schedule of cleaning is anticipated to be one (1) to two (2) digesters per year. WES anticipates Kellogg cleaning to be scheduled for early Spring, 2018. Subsequent cleanings will then be scheduled in consultation with Contractor.

INSPECTION

Digester cleaning service(s) shall be inspected before acceptance by an authorized representative of WES for workmanship, acceptance, proper function, and conformance to all requirements of this specification. Should deficiencies be found, it shall be the responsibility of Contractor to correct the deficiencies in question, make necessary corrections, and then resubmit for re-inspection and acceptance at no additional expense or obligation to WES.

DIGESTER ENVIRONMENT

The digester environment consists of hazardous gas until the digester is thoroughly cleaned and ventilated. The gas is a combustible gas, composed principally of methane, and could become combustible/explosive with a mixture of air.

Contractor is hereby advised that the existing digesters are classified as a Class 1, Division 1, Group D Hazardous Area, both inside and to a distance of ten (10) feet beyond all exterior walls and roofs, and to a distance of ten (10) feet beyond all gas handling equipment; and all work within the digesters shall be classified as confined space work.

SAFETY

Contractor shall, at all times, maintain safe working conditions for Contractor's employees and for the WES employees working in other areas of the treatment plants. Contractor shall be working in a Class 1 Division 1, Group D Hazardous Area. Contractor shall, at all times, perform the necessary work in compliance with all local standards pertaining to work in confined spaces and all other applicable OSHA standards.

In addition, all rules and precautions to prevent unsafe fire and explosive hazards will be strictly enforced. All applicable local ordinances, codes, rules and regulations shall also be followed.

Before any work is permitted in the digesters, provisions shall be made by Contractor for emergency entry and exit.

Gas monitoring must be in operation at all times that work is being performed in, on or around the digester.

ODOR CONTROL

Odor control will be a significant mutual concern of WES and Contractor. In the event an odor problem arises as a result of the digester cleaning, Contractor shall take all action necessary to abate odor at no additional cost to WES. Contractor shall conduct their work in a way to minimize odors twenty-four (24)

hours a day while the cleaning work is underway. WES defines odor to be a problem when it is detectable outside the fenced boundary of the treatment plants.

NOISE CONTROL

Noise control shall be a concern of WES and Contractor. Working hours and equipment placement will need to be coordinated with WES plant staff in order to minimize the impact to the community members neighboring the project sites. Contractor will be allowed a maximum of ten (10) hours a day in which noise producing equipment may be operated. Noise producing equipment may be started at 7:00 a.m. and must be shut off by 5:00 p.m.

SPILLS

WES wastewater plants currently operate under a permit which allows nothing but storm water to enter the storm drains at these facilities. Spills or leaks of any kind are not allowed. Chemical or waste spills caused by Contractor must be immediately cleaned up by Contractor while still onsite or within one hour of notification by WES. Spills which are not cleaned within one hour will be cleaned by WES and Contractor will be back charged for WES time and materials. Contractor shall follow the Best Management Practices below if a spill occurs:

- Stop the source of the spill immediately.
- Contain the liquid until cleanup is complete.
- Deploy oil containment booms if the spill may reach water or a storm drain.
- Cover the spill with absorbent material
- Keep the area well ventilated.
- Do not use emulsifier or dispersant.
- Do not wash the spill down to retention pond, street or storm drain.

B. SCOPE OF WORK: ON CALL BIOSOLIDS REMOVAL/DISPOSAL SERVICES

Disposal services are occasionally required as a result of unplanned events, to include but not limited to plant upset and equipment breakdown. The amounts required to be hauled range from 250,000 to 500,000 gallons. This material could be Class B biosolids or digested solids. Cleaning of the digester interior is not a part of this service. The existing loading dock would be utilized for the filling of trucks. The transport and disposal of the removed materials shall be accomplished by Contractor.

WES requires a twenty-four (24) to forty-eight (48) hour response time for events of this nature.

C. SCOPE OF WORK: SOLIDS REMOVAL

Material in the treatment process basins can accumulate to an amount that requires removal. This material may contain inorganic grit, heavy organic material, hair, plastics, rags, scum and grease. Typically less than five yards of material would be removed from any one basin during a specific cleaning. All of these basins are considered confined spaces. The transport and disposal of the removed materials shall be accomplished by Contractor.

WORK REQUIREMENTS

Contractor shall provide all equipment, labor, materials, appurtenances and services required to remove digested sludge materials including; scum, rags, plastics and grease from the digesters, except as indicated within these specifications.

The interiors of the digesters shall be cleaned of all sludge, rags, grit, debris and any other deleterious material. Any buildup of hardened sludge, grit and other undesirable materials shall be removed in a manner that will not cause any damage to the interior walls, dome or floor, neither of the digesters nor to any piping or equipment, including their coatings. Digesters shall be cleaned of all undesirable materials and buildup to within a minimum 1/8-inch of the surface of the structure.

All material removed from digesters shall not be stored on site and shall be immediately disposed of offsite, in a lawful manner. The transport and disposal of the removed materials shall be accomplished by Contractor. Contractor shall be responsible to coordinate the off haul of materials with the plant operations staff.

Use of WES equipment or facilities is limited to the following:

- 1) WES shall provide water through the existing plumbing system. Contractor shall verify with the WES staff that water will be available sufficient for Contractor's processes.
- 2) Contractor shall verify with WES staff that electrical connections will be available sufficient for Contractor's needs. In the event that electrical connections are not suitable for Contractor's use due to any reason it shall be Contractor's responsibility to provide a portable generator or other to operate their equipment.

3.2.2. Term of Contract:

The term of the contract shall be from the effective date through December 31, 2022, with an option for one (1) additional five (5) year renewal upon mutual agreement by both parties. Contractor may request rate increases at the end of year three (3) and the end of year seven (7) (in the event the contract is renewed). Any such rate increase may not exceed the increase in the Portland Consumer Price Index for All Urban Consumers (CPI-U) during the prior period.

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

The applicable Sample Goods & Services Contract for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

Goods & Services Contract (unless checked, item does not apply)

Travel Expense Reimbursement is Authorized

The following insurance requirements will be applicable:

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.
- Pollution Liability: covering the Contractor's liability, or the liability of an appropriate subcontractor, if the coverage is obtained by the subcontractor, for bodily injury and property damage, and environmental damage resulting from sudden and accidental pollution, gradual pollution, and related clean-up costs incurred by the Contractor, or by the subcontractor if the coverage is obtained by the subcontractor, while performing Work required by the Contract. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

**SECTION 4
EVALUATION PROCEDURE**

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

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

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

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Methodology for Digester Cleaning & Disposal Services	30
General Background / Qualifications	10
Client References	10
Fees	50
Available points	0-100

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

**SECTION 5
PROPOSAL CONTENTS**

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

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

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

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

5.2. Methodology for Digester Cleaning & Disposal Services

- Description of the firm’s ability to meet the requirements in Section 3.

5.3 Proposer’s General Background / Qualifications

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.

5.4 Client References

- Provide three (3) references from clients your firm has served similar to the County in the past two (2) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references.

5.4. Fees

Fee proposal to include:

- All inclusive – covers all direct and indirect necessary expenses
- Not-to-Exceed – the actual fees/costs shall not exceed the amount specified on each line of the fee proposal.

A. **Digester Cleaning:** Lump sum cost for removal and disposal of 90,000 – 250,000 gallons of digester liquid (Kellogg and Tri-City, per cleaning)

\$ _____
Total Cost

- B. **On Call Biosolids Removal / Disposal:** Lump sum cost for removal and disposal of 250,000 – 500,000 gallons of digester liquid (Kellogg and Tri-City, per cleaning)

\$ _____

Total Cost

- C. **Solids Removal:** Cost per cubic yard for removing and disposal at a State licensed landfill of approximately three (3) to eight (8) cubic yards of rags and other debris from digesters (Kellogg, Tri-City and Hoodland, per removal/cleaning)

\$ _____

Total Cost

5.5. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION

#2017-77 Digester Cleaning & Disposal Services

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

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Contractor, by signature below, hereby represents as follows:

(a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;

(b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;

(c) The Proposer fully understands and submits its Proposal with the specific knowledge that:

1. The selected Proposal must be approved by the Board of Commissioners.
2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.

(d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.

(e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

(f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.

(g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.

(h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.

(i) That the Proposer is legally qualified to contract with the County.

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

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120
 Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative

Signature: _____ Date: _____
Name: _____ Title: _____
Firm: _____
Address: _____
City/State/Zip: _____ Phone: () _____
e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____
Phone number: _____
Email Address: _____

2017-77 Digester Cleaning & Disposal Services

TABLE 1 – DIGESTER CHARACTERISTICS

	Clackamas County Service District #1 Kellogg	Water Environment Services Tri-City	Clackamas County Service District #1 Hoodland
Number of digesters	2	2	2
Type of digestion	Anaerobic	Anaerobic	Aerobic
Temperature	98-101°F	98-101°F	68°-70°
Inside diameter of digesters (ft.)	65'	65'	17.6ft x 43.5ft (rectangular)
Maximum side water depth (ft.)	41'	41'	11.5 ft.
Approximate active digestion volume (gals)	800,000	800,000	130,000 (Dig 1: 68,816 Dig 2: 60,910)
Operational strategy	Operated in series	Operated in parallel (both digesters operated as secondary digesters)	Operated in series
Mixing pumps	Primary (digester #2) only	Both digesters	Mix done by aeration on both digesters
Year digesters constructed	1987	1984	1980
Wastewater origin	97.3% domestic and commercial sources; 2.6% industrial sources. No septage hauling.	92% domestic and commercial sources; 8% industrial sources. Less than 1% from septage haulers.	Plant only treats domestic wastewater with no industrial or septage discharge
Last known date of cleaning	Primary digester (Digester #2): 2012 Secondary digester (Digester #1): 2003	Digester #1: 2004 Digester #2: 2004	Digester #1: 3/24/2017 Digester #2: 6/9/2017
Address	11525 SE McLoughlin Blvd. Milwaukie, OR 97222	15941 S Agnes Avenue Oregon City, OR 97045	24596 E Bright Avenue Welches, OR 97067