



REQUEST FOR PROPOSALS #2019-10

FOR

Dump Truck Hydraulic System Upgrades

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
Procurement Division Director**

**Kim Randall
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: TUESDAY, APRIL 9, 2019

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.....	March 11, 2019
Protest of Specifications Deadline.....	March 18, 2019, 5:00 PM, Pacific Time
Non-Mandatory Pre-Proposal Site Visit	March 22, 2019, 1:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	March 28, 2019, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	April 9, 2019, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

TABLE OF CONTENTS

	Page
Section 1 – Notice of Request for Proposals	1
Section 2 – Instructions to Proposers.....	2
Section 3 – Scope of Work	6
Section 4 – Evaluation and Selection Criteria	11
Section 5 – Proposal Content (Including Proposal Certification).....	12

SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, April 9, 2019** (“Closing”), to provide **Dump Truck Hydraulic System Upgrades**. No Proposals will be received or considered after that time.

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 are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us.

A **Non-Mandatory Pre-Proposal Site Visit** to inspect trucks will be conducted on **March 22, 2019 at 1:00 PM**. Proposers shall meet with County representatives at the Clackamas County Roads Department located at 902 Abernethy Rd., Oregon City, OR 97045. Proposers will get briefed on the project, and will be able to inspect one (1) truck from each of the retrofit groups, and County Staff will be available to answer general questions. The inspection period is expected to last no more than two (2) hours.

Contact Information

Procurement Process and Technical Questions: Kim Randall at 503-742-5443 or via email at krandall@clackamas.us.

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 who’s 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: 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 Certification 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 192.345(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 192.345(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 192.345). 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

Clackamas County is seeking Proposals from vendors to provide Dump Truck Hydraulic System Upgrades to their existing fleet of a total of seventeen (17) trucks.

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 BACKGROUND

The Clackamas County dump truck fleet was originally built with a gear pump hydraulic system with simple air over hydraulic valve operation for plow, hoist, and sander operations. The trucks were built from 2009 through 2017 and includes seventeen (17) units; 11- 12yd dump Freightliners and 6- 6yd dump Internationals. The County is looking for new parts with removal of old parts with installation of new parts.

3.3. SCOPE OF WORK

3.3.1. **Scope:**

Upgrade the County's existing dump and plow trucks with new closed center hydraulic systems and spreader controls that allow data collection of the vehicle location, control and record material applied to roads, plow position, and road temperature. Add power float valve to hydraulic system for plow blade save with adjustable cab control. All work will be performed with professionalism using high quality components, materials and workmanship. All wire connections will be crimped and sealed to eliminate corrosion, poor connections, and failures due to the climate and chemical elements that these trucks will be exposed to. All old parts removed from the vehicles will be property of the awarded vendor and who will be responsible for disposal, unless otherwise specified by the County Project Manager.

Many chassis modifications and replacement of parts will be required to complete the retrofit of listed equipment.

Any brand name or manufacturer's references used in this RFP are considered to be descriptive – not restrictive—and indicates the quality standards the County desires to purchase.

A. Hydraulic Controls:

10 Yard Hydraulics (listed brand or equivalent)

(Qty. 1) Danfoss PVG 100 (48 GPM) Single Acting Hoist Section

(Qty. 2) Danfoss PVG 32 (20 GPM) Double Acting Plow Up/Down and Left/Right

(Qty. 1) Auger (15 GPM)/Spinner (10 GPM)/Prewet (10 GPM)/Anti-Ice (15 GPM) Outlet
Manifold

5 Yard Hydraulics (listed brand or equivalent)

Modular Manifold valve with Load Holding and Work Port Reliefs standard for each section:

(Qty. 1) Inlet Manifold Valve Block Auger (15 GPM)/Spinner (10 GPM)/Prewet (10 GPM)/Anti-Ice (15 GPM)

(Qty. 1) CCCS Brand Manifold Valve Section Hoist Section (35 GPM) Single Acting

(Qty. 1) CCCS Manifold Valve Section Plow Up/Down (14 GPM) Double Acting with built in Power Float (Blade Save) with In-Cab operator adjustable pressure setting. (Moray Jr)

(Qty. 1) CCCS Manifold Valve Section Plow Left/Right (14 GPM) Double Acting

B. For all Retrofit Systems:

Qty. 1) Four Port Quick Coupler Drain Manifold for Plow connections at front of truck.

Qty. 1) New pump driveline.

Hydraulic oil as necessary.

C. Dump Controls that are Floor Mounted and Adjustable:

1. The in-cab control system shall be a self-contained system with integrated plow control with circuit panel, optional spreader control and multi-axis (X,Y) proportional plow control joystick. The unit shall be tooled for pedestal mount or a padded. The system will include up to (3) 10 amp rate auxiliary switches and (2) 12 volt indicator lights protected with a 10 amp fuse.

2. The control lever must be a true joystick with multi-axis (X&Y) proportional control. The joystick shall be capable of proportional control of up to four (4) bi-directional valves using up to 8 independent PWM signals for:

a. A 4-function plow and a hoist (or hook) on one stick, or;

b. A 6-function plow (v-plow) and a hoist on one stick, or;

c. Two 4-function controls on one stick.

The lever must have safety trigger protection for hoist function. Control lever will include settable plow float function.

3. The controller must include integrated protection and diagnosis systems:

a) A system to help diagnose shorted or open circuits that are external to the controller;

b) A system that shuts down the output channels if a joystick fails.

4. User settable speed control for all hydraulic functions: the control system will allow the user to set the speed of each direction of motion on a PC for all hydraulic devices controlled by the joystick without modification to the hydraulic system.

5. The system must integrate with a spreader control system.

6. Wiring Design: For safety reasons, grounding or cutting any wire at any point between any valve coil and the controller must not cause any valve to actuate. One lead from each hydraulic valve coil must be wired to a common ground point. The system must supply pulsed +12 volt power to the other lead from each individual valve coil.

7. IP 68 rated Cables: all connections inside the hydraulic valve/electronic control junction box will be supplied integral with the control system. The outside of the cab harness will be IP 68 rated up to the valve coil connection. All connections will be labeled with appropriate descriptions for each connection to individual solenoids of the hydraulic actuating cylinders.

8. Integrated Accessory Control Switches: the system will include up to 4 switches and up to 4 warning indicator lights mounted in the controller. Each switch will handle 12v up to 10amp load and can be operated as on/off, momentary or on/off/on as needed.

D. Spreader Controls with Color Display: This is for all seventeen trucks to be retrofitted.

1. The spreader controller shall be capable of operating a spreader with auger/conveyor, spinner, pre-wetting system, and 3 boom anti-ice systems. Each function shall operate individually or simultaneously without additional controller hardware.
2. Spreader control system shall be capable of ground speed orientated Closed or Open Loop operation. Controller will be capable of spreading in lbs./mile (linear spreading) or lbs./lane mile (area spreading). The system controller shall be capable of ground speed oriented, closed or open loop spinner control. System shall provide a means for operator to reset and/or indicate current volume of liquid in anti-ice and pre-wet tank(s) as part of power-up routine. System shall display current liquid volume in tank(s) while pre-wet and/or anti-ice system is active. The system controller shall be capable of managing of up to three Anti-ice boom operations with individual boom selection in a single or dual tier arrangement.
3. The controller shall be capable of a temperature response that will automatically apply material in correlation to measured road temperature.
4. The controller shall include a load and rate calculation to set spreading rates and track remaining materials for all granular and liquid materials.
5. The controller shall include the capability of ground speed oriented control of a hydraulically driven, closed loop gate for a spreader body with a center conveyor.
6. Spreader controller shall have a single 7" Color TFT Display. Display shall be remotely mounted with adjustable swivel bracket. Display shall be capable of simultaneous display of Granular, Pre-Wet, and Anti-Ice application rates. Display shall also show other sensors (Temp, GPS, etc) as well as actual ground speed and all active alarms.
7. Spreader controller must provide "on-screen help" documentation of all main operating functions as well as on screen diagnostics for system issues. On-screen help shall be sufficient to enable users to operate the system by following the on screen instructions, without referring to the printed operations manual.
8. System shall alarm either audibly or visually for the following conditions: off rate, sensor failure, low liquid remaining, low liquid flow shutoff.
9. Material rates, granular or liquids shall be by toggle actuation (+/-). Toggle actuation shall cause the display to respond accordingly: The first toggle touch shall cause the display to show the current rate set point. The second toggle touch and all subsequent toggle actuations shall increase or decrease the current rate set point.
10. System shall provide up to 10 "supervisor settable" application rates in each of

granular, Anti-Ice, & Pre-Wet materials. Controller must provide the ability to name each material with up to five characters. Rate increments shall be individually settable for each material.

11. The controller shall offer multiple layers of access control to set up files:
 - a. “Factory standard” password protected access to operating functions and setup files;
 - b. Supervisor re-set capability for each password;
 - c. “Laptop computer only” access control for higher security.
12. The controller shall have a Blast feature that is capable of operating as: Latched On, Timed On or Momentary On. Blast is active only while operator is activating Blast switch and is disabled in absence of ground speed signal. The controller will default to the pass mode upon startup of the system to prevent spreading in the yard or shop.
13. Wiring Design: The system controller shall have one each from each hydraulic valve coil wired to a common ground point. The system must supply pulsed +12 volt power to the other lead for each individual valve coil. For safety reasons, grounding or cutting any wire at any point between any valve coil and the controller must not cause any valve to actuate.
14. The system shall include minimum rated IP68 connections for all “outside the cab” connections.
15. The spreader controller shall be capable of collecting time, date and location stamped events for all operating modes, errors and alarms, and for all material dispensed. Also the system shall be capable of recording digital or analog data that comes from up to 4 sensors (such as granular hopper level, gate height opening, granular material flow, plow position, hydraulic pressure, etc). The spreader control system shall be capable of collecting and storing position data directly from a compatible GPS antenna without additional hardware as well as collecting and storing temperature from a vehicle mounted temperature sensors (Road Watch or QTT brand).
16. Data Collection: System must contain at least 1 gigabyte of non-volatile memory on board and have capacity to store spreading data for a minimum of 224 days at 24 hours per day (5,376 continuous spreading hours).
17. Spreader control system must be capable of automatic downloading of data in a wireless fashion directly to a base station computer without an intermediate device; system must be capable of downloading data at a minimum of 1.5 megabits per second (mbps). System must be capable of storing downloaded data in a format that is compatible with the standard data input format for GIS systems (“shape file format”).
18. Spreader control system must be able to output its data in a standard serial data stream format to any brand AVL system that is able to accept serial data.

E. General: County has a preference for mounting valve body between frame rails.

3.3.2. Work Schedule:

Time is of the essence for this project, and the County will give the awarded vendor a **maximum of 120 days** to complete the mentioned upgrades on all trucks after receiving the awarding contract. The vendor

will be allowed a maximum of two (2) trucks at any one time, and the specific truck availability will be determined by Clackamas County staff as to not cause hardship to the County work schedule and provide the vendor with a steady flow of trucks.

The awarded Contractor will be responsible for pickup and delivery of all trucks to and from the County truck shop located at 902 Abernethy Rd. Oregon City, OR 97045. The vendor will also be responsible for vehicle transportation during the warranty period and any other transportation costs as needed.

Warranty for parts, labor and workmanship will be for a minimum of 1 year for all trucks from completion of last truck delivered with the above upgrades.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date of execution for a **maximum of 120 days**.

3.3.4 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)

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.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially 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>
Proposer's General Background and Qualifications	0-20
Scope of Work	0-20
Projected Start Date and Forecasted Completion	0-35
Fees	0-25
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. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Demonstrate your firm's understanding of this project.
- Provide detailed information about the systems/brands/parts that your firm will propose for each retrofit.
- Describe options for mounting the valve body between the frame rails.

5.4. Project start and forecasted finish dates

- Provide a detail chart showing the project time-line and schedule for each truck to accomplish the project time-line as detailed in section 3.3.2 Work Schedule.

5.4. Fees (Complete the attached Fee Schedules)

Submit the provided Fee Schedules below.

Note: There are five (5) separate groups of trucks that are similar in detail of retrofit needs, in which each group has a minimum of two (2) trucks. Please complete the fee schedule for the requested retrofit for ONE truck in each group. The fees are to be **fixed fees** for each truck including all parts (including any shipping costs), labor, disposal of old parts and any transportation costs to transport trucks between the County facility and your facility.

Also note there are three (3) optional add-ons for each group. Providing quotes for these options in no way obligates the County to purchase beyond the base proposal.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) 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. The County reserves the right to contact these references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
2019-10 Dump Truck Hydraulic System Upgrades

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.

Proposer, 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: _____

FEE SCHEDULE

There are five (5) groups of trucks. Please provide a fixed fee price for ONE truck in each group.

GROUP 1

5-yard dump trucks hydraulic system upgrade.

Total of six (6) 2009 International 7500 SBA 4X2 5-yard dump trucks:

Unit #'s

090344

090345

090346

090347

090348

090349

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Provide and install new upgraded hydraulic system as requested:

- Valve / 35gallon tank combo side frame mount: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice.
- Eaton 620 piston pump or equal: 90cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange & pilot
- Cab controls, two joy sticks, floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Cabling for upgraded valve, control tower, display, prewet and anti-ice
- Data collection equipment drive by Transmitter, GPS, proximity sensor for plow position, & road watch
- In-tank return filter and strainer

Plow bumper / pump mount:

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

Valve mount

- Fabricate custom valve mount for new style hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

General:

- Build and replace all hoses for new hydraulic system sized appropriately to not inhibit function speed.
- Plow quick coupler drain manifold as per County approved couplers
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Sander cabling (Auger/Prewet) (does not include motor sensor or flow meter or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold and hoses installation.
Add \$

GROUP 2

10-yard dump trucks hydraulic system upgrade.

Total of five (5) 2010 Freightliner M2 SBA 10-yard dump trucks:

Unit #'s

100410

100411

100412

100413

100414

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port, Low oil and temp gauge, strainer

Provide & install hydraulic system

- Valve PVG100/32 or equal: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cabling for upgraded valve, control tower, display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for new style hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / pump mount

- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

General

- Fabricate custom floor base on M2 cab to accommodate floor mount of new control pedestal
- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$

GROUP 3

10-yard dump trucks hydraulic system upgrade.

Total of two (2) 2015 Freightliner 114SD 10-yard dump trucks

Unit #'s

150417

150418

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port, Low oil and temp gauge, Strainer

Provide and install new upgraded hydraulic system

- Valve PVG100/32 or equal: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Cabling for upgraded valve, control tower, spread smart and display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for new hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / plow mount

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

General

- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$_____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$

GROUP 4

10-yard dump trucks hydraulic system upgrade.

Total of Two (2) 2016 Freightliner 114SD SBA 10-yard dump trucks

Unit #'s

160419

160420

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port. Low oil and temp gauge, strainer

Provide and install upgraded hydraulic system

- Valve PVG100/32: truck hoist or equal, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cabling for upgraded valve, control tower, spread smart and display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for upgraded hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / Pump mount

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

General

- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger/Prewet M12) (does not include motor sensor or flow meter or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold and hoses installed.
Add \$

GROUP 5

10-yard dump trucks hydraulic system upgrade.

Total of two (2) 2017 Freightliner 114SD SBA 10-yard dump trucks

Unit #'s

170421

170422

Note: These two trucks already include a Cirus System hydraulic dump-bed controls.

CHASSIS UP-FIT

Cab and chassis work

- Remove and replace EZ –spread control with color monitor Key Pad Spreader Control.
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch
- Power float valve and hoses for plow Moray JR or equal with cab control.
- Add hydraulic hoses and fitting as required.
- Add Low oil and temp gauge to hydraulic tank if not already installed on truck.

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$