



REQUEST FOR PROPOSALS #2018-104

FOR

CHEMICAL SUPPLY FOR WATER ENVIRONMENT 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

Ryan Rice
Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: December 18, 2018

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 15, 2018

Protest of Specifications Deadline.....November 21, 2018, 5:00 PM, Pacific Time

Deadline to Submit Clarifying Questions.....December 18, 2018, 5:00 PM, Pacific Time

Request for Proposals Closing Date and Time.....December 11, 2018, 2:00 PM, Pacific Time

Deadline to Submit Protest of Award.....Seven (7) days from the Intent to Award

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SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Water Environment Services (“WES”) through their Board of County Commissioners, will receive sealed Proposals per specifications until **2:00 PM, December 18, 2018** (“Closing”), to supply chemicals for Water Environment Services. 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 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@clackamas.us, 503-742-5446.

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: 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

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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 Water Environment Services (“WES”) is seeking Proposals from vendors to provide the supply of multiple chemicals and their delivery to three (3) separate locations on an as-needed basis.

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

Clackamas County Water Environment Services (WES) provides wastewater management services to over 150,000 people in Clackamas County, Oregon and operates multiple wastewater treatment plants; three of these plants produce biosolids.

WES includes the Kellogg Creek WRRF (formerly known as the Kellogg Creek WPCP) located in Milwaukie, serving Happy Valley, unincorporated North Clackamas County and wholesale customers in the City of Milwaukie and Johnson City, as well as the Hoodland Sewage Treatment Plant (STP), located in Welches serving the Mt. Hood Recreational Corridor of Clackamas County. The Boring STP serves the community of Boring.

Clackamas County WES operates the plants including a biosolids management program that produces a Class B biosolids product. Biosolids processed in the plants’ digesters are currently hauled and land applied on agricultural lands in Clackamas and Sherman Counties.

3.3. SCOPE OF WORK

The WES operated treatment facilities utilize various chemicals to ensure regulatory compliance requirements. Daily consumption varies upon changes in flow, water quality, and process control demands.

In order to fulfill the needs among the different plant locations, it is the intent of the District to award a contract to multiple vendors.

3.3.1.

A. General Requirements

- Marking: Each shipment shall be identified as to product, grade, net weight, name of manufacturer and brand name.
- Removal of Unsatisfactory Materials: If the material (chemical) does not meet the requirements of the appropriate WES Standard, or is not satisfactory to the WES project manager (or appointed representative) the vendor shall remove the material from the premises at the purchaser’s request and replace it with a like amount of satisfactory material, or a price adjustment may be agreed upon between the purchaser and the vendor.
- Vendors and chemicals shall comply with all applicable rules and regulations of the State of Oregon and all other authorities having jurisdiction. Deliveries will be within a reasonable time, relative to the placement of an order. Expected response from date of order is five (5) days, however emergency situations may require same day or next day delivery.
- Delivery times shall be coordinated with WES, or a WES representative, at the time of placing an order.
- Data Sheets shall be provided for all received chemicals.

B. Chemical Descriptions

Chemical	Description	Estimated Annual Consumption
Sodium Bisulfite	38% - 4,000 gallons per delivery	550,000 lbs
Hydrated Lime	15 tons per delivery	450 tons
Sodium Bicarbonate	50lbs bags; 2,450lbs/pallet	2,500 lbs
Sodium Hydroxide	20% - 3,000 gallons per delivery	3,000 gallons
Citric Acid	50% solution – 2,800 lb tote	8,400 lbs
High Grade Salt	Cargill High-Grade EVAP Fine 50 lbs bags; 2,450lbs/pallet	46,000 lbs
Sodium Hypochlorite Solution	12.5% Filtered	200,000 gallons

C. Chemical Specifications

The list below specifies chemicals used, a brief description of the purpose, and the chemical composition of each. The expectation for each chemical is that it will meet the specification provided and no alternative chemicals will be accepted.

- ***Sodium Bisulfite***

Sodium Bisulfite is used as a dechlor at the Tri-City facility. The Tri-City facility splits flow after a shared primary treatment process. The controlled portion of flow that enters the Conventional Activated Sludge, (CAS) side of treatment is currently disinfected using chlorine gas. Tri-City is currently under design to shift from chlorine gas to sodium hypochlorite but the disinfection requirement will not change and Sodium Bisulfite will continue to be used.

Chemical Composition	Minimum (% by weight)	CAS Number
Water	60-90	7732-18-5
Sodium Bisulfite	38%	7631-90-5
Sodium Sulfite	<1.0	7757-83-7
Sodium Sulfate	<1.0	7757-82-6

- ***Hydrated Lime***

Hydrated Lime is currently used to control pH on the Membrane Bio Reactor, (MBR) side of treatment. The effectiveness of lime is to control pH and ultimately allow us to maintain the needed alkalinity of greater than 100 mg/L within treatment process. Alkalinity is tested daily and lime dose rates adjusted to meet the target goal of 100 mg/L.

Chemical Composition	Minimum (% by weight)	CAS Number
Calcium Hydroxide	>90	1305-62-0
Magnesium Oxide	<3	1309-48-4
Calcium Carbonate	<3	1317-65-3
Crystalline Silica	<2	14808-60-7

- ***Sodium Bicarbonate***

Sodium Bicarbonate is used for pH control within the digester system. Digester loadings, temperature and/or mixing complications can all result in an unhealthy digester environment. During such events the digester gas producing organisms, or methanogens, slow down and gas production often decreases significantly sometimes resulting in a gas quality that can no longer be reused within the gas utilization system. Acid/Alkalinity analysis is ran twice/week and Sodium Bicarbonate dosing is triggered once the ratio hits 0.0300 mg/L or if the trend is swinging upward quickly.

Chemical Composition	Minimum (% by weight)	CAS Number
Sodium Bicarbonate	100	144-55-8

- ***Sodium Hydroxide***

Sodium Hydroxide is used as a scrubbing agent as part of the chemical building scrubber system. The chemical scrubber is designed to collect and remove chlorine gas from the storage room in the event of a chlorine release greater than 3.0 ppm chlorine gas. Chemical orders are triggered either by tank level on the scrubber vessel hydrometer results which verifies concentration +/- 1%.

Chemical Composition	Minimum (% by weight)	CAS Number
Sodium Hydroxide	20%	1310-73-2
Water	80%	7732-18-5

- ***Citric Acid***

Citric Acid is used a cleaning agent during the membrane recovery clean in the MBR system. Over time the membrane begins to collect inorganic substances on the membrane surface. The membranes are soaked for 18 hours in a Citric Acid bath. The Citric Acid softens the inorganic build up allowing for removal and ultimately a more efficient treatment process.

Chemical Composition	Minimum (% by weight)	CAS Number
Citric Acid	49-51%	77-92-2
Water	Balance	7732-18-5

- ***High Grade Salt***

High grade salt is used at Hoodland for the on-site sodium hypochlorite generation. Sodium Hypochlorite is then used as an oxidizer to provide pathogen reduction control. Daily consumption varies upon changes in flow and water quality.

Chemical Composition	Minimum (% by weight)	CAS Number
Sodium Chloride	>99%	7647-14-5

- ***Sodium Hypochlorite***

Sodium Hypochlorite: Used as an oxidizer to provide pathogen reduction control. Daily consumption varies upon changes in flow and water quality. The strength of our sodium hypochlorite is measured in residual ppm and decomposes over time. Product freshness and purity are critical to achieve expected results. For this reason we are soliciting quotes for a filtered low salt product. By using a filtered low salt product we can ensure a better quality and much more stable product.

Chemical Composition	Minimum (% by weight)	Maximum (% by weight)
Sodium Hypochlorite	12.5	15.60
Sodium Chloride	2.5	6.00
Sodium Hydroxide	0.1	2.0
Sodium Carbonate	0.0	0.5
Inorganic Salt of Iron	0.0	0.5 mg/L (0.5 ppm)
Inorganic Salt of Copper	0.0	0.05 mg/L (0.05 ppm)
Inorganic Salt of Nickel	0.0	0.05 mg/L (0.05 ppm)

D. Delivery and Response Time

Delivery will typically be Monday – Friday between the hours of 7:00AM- 2:00PM PST, with volumes and locations indicated at the time of order.

Expected response from date of order is five (5) days.

Emergency situations may require same day or next day delivery and shall be discussed at time of order.

E. Delivery Locations

Tri-City WPCP
 15941 S. Agnes Ave
 Oregon City, OR 97045
 WES Contact: Darren Eki

Kellogg Creek WRRF
 11525 SE Mclaughlin Blvd
 Milwaukie, OR 97222
 WES Contact: Dan Strong

Hoodland WPCP
 24596 E. Bright Ave
 Welches, OR 97067
 WES Contact: Michael Hawkins

F. Trucking and Offloading

Chemicals may be pumped from vendor truck to District vessel or forklifted in totes.

Offloading of dry chemicals may be made via vendor supplied forklift or co-op offload with District staff and District forklift.

The preference of the District is for the awarded contractor(s) to have in-house trucking methods with minimal subcontractor trucking.

G. Warranties

The chemicals supplied shall be warranted to be in complete compliance with the specifications and completely satisfactory for their intended use. Unsatisfactory items will be replaced, at no cost, or satisfactory adjustment made.

H. Price Adjustments

Proposer(s) may request pricing changes (increase or decrease) twice a year between April 1-10 and November 1-10 of each year of the contract. A request may not be submitted prior to November 2019. The County will not consider requests not received during the above referenced request periods. The Districts intent is to ensure that it is paying competitive market rates for products.

3.3.2. Term of Contract:

The term of the contract shall be from the effective date through **June 30, 2022**, with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

3.3.3. 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>.

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 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>
Proposer’s General Background and Qualifications	0-25
Description of Equipment	0-15
Fees –inclusive of delivery	0-50
<u>References</u>	<u>0-10</u>
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 Description of Equipment

Describe your day to day operations equipment and state if your firm owns or subcontracts trucking. Identify if deliveries require owner to forklift offload.

5.4. Fees – Complete the attached Fee Schedule

Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. Prices should be inclusive of all fees, delivery, or otherwise.

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. Provide the name, address, email, and phone number of the 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
RFP #2018-104 Chemical Supply for Water Environment 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.

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: _____

Fees Schedule
#2018-104 Chemical Supply for Water Environment Services

Chemical	Order Unit	Price
Sodium Bisulfite	gallons	\$ /gallon and/or lb
Hydrated Lime	lbs	\$ / lbs
Sodium Bicarbonate	50lbs bags	\$ / 50 lbs bag
Sodium Hydroxide	Gallons	\$ /gallon
Citric Acid	lbs	\$ /lbs
High Grade Salt	50 lbs bags	\$ / 50 lbs bag
Sodium Hypochlorite Solution	Gallons	\$ /gallon

Prices should be inclusive of all fees, delivery, or otherwise.

Firm: _____

Authorized Signature: _____

Date