



April 6, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Acting as the governing body of Water Environment Services
 Clackamas County

Approval of a Personal Services Contract with OCD Automation Inc. for telemetry integration consulting services. Contract value is \$750,000. Funding through Water Environment Services Sanitary Sewer Operating Fund. No County General Funds are involved.

Previous Board Action/Review	Presented at Issues on April 4, 2023.		
Performance Clackamas	<ol style="list-style-type: none"> 1. This project supports the County’s Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources. 2. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure that supports healthy streams and reduces flooding. 		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Jeff Stallard	Contact Phone	503-742-4694

EXECUTIVE SUMMARY:

Water Environment Services (WES) has a need of a qualified consultant to serve as the WES’ Telemetry System Integrator of Record to support the remote monitoring and control systems that operate process systems with coded signals over communication channels. The system is a Supervisory Control and Data Acquisition system referred to as (SCADA). WES’ SCADA system consists of five (5) wastewater treatment facilities, twenty (20) Pump Stations, (25) Flow Monitoring Stations and one (1) Regional Detention Facility. The existing SCADA system includes operational control, monitoring and data logging, utilizing fiber optic communications for Remote Bases, Programmable Logic Controllers (PLCs) and Servers.

WES has historically utilized a single firm to provide the SCADA Integrator of record services. During this procurement, WES has selected two qualified proposers to provide Integrators of Record services (OCD Automation Inc. & Jacobs Engineering Group, Inc., each on a five-year contract). This will provide WES with more delivery flexibility and resiliency. OCD Automation Inc. was a selected proposer to provide WES with control system on-call services and project-specific services related to the design, installation and operation and maintenance of the WES’ instrumentation and SCADA systems. OCD Automation Inc. will be required to

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negotiate individual scopes of work and budgets during the duration of the contract for the SCADA system services pertaining to specific projects. OCD Automation will be available as an on-call service provider and work with future capital project designers and contractors for design, design assistance, programming, installation, implementation and startup of Instrumentation, SCADA and Telemetry control systems.

RECOMMENDATION: Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Contract #7564 between Water Environment Services and OCD Automation Inc., for Personal Services (SCADA).

Respectfully submitted,



Greg Geist
Director, WES

Attachment: Contract #7564



**WATER ENVIRONMENT SERVICES
PERSONAL SERVICES CONTRACT
Contract #7564**

This Personal Services Contract (this “Contract”) is entered into between OCD Automation Inc. (“Contractor”), and Water Environment Services, a political subdivision of the State of Oregon (“District”).

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2028**.
- 2. Scope of Work.** This Contract covers the services as described in the Request for Proposals 2022-84 attached and incorporated by reference herein as “**Exhibit A**” and Contractor’s Proposal attached and incorporated by reference herein as “**Exhibit B**”. This Contract is on an “on-call” or “as-needed basis” for Work. Upon notification from the District, a scope for specific work will be mutually developed with the Contractor for work to be delivered, an estimated time for delivery, fee basis (either fixed or time and material), and a not-to-exceed price. A task order to this Contract must be issued by the District before any such work may begin, which shall incorporate by reference all applicable provisions of this Contract. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

In order to initiate services under this Contract, the District will negotiate an official District Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the District Task Order form has been executed by the parties. In the event a project authorized under the District Task Order extends beyond the expiration of this Contract, the District Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The District Contract administrator for this Contract is Jeff Stallard. For each authorized District Task Order, a project specific district representative shall be identified for coordination of the work.

- 3. Consideration.** The District agrees to pay Contractor an amount not to exceed **Seven Hundred and Fifty Thousand Dollars (\$750,000.00)**, for tasks performed pursuant to this Contract. Consideration rates shall be in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments to Contractor shall be made within thirty (30) days of invoice receipt and shall be made in accordance with ORS 293.462 to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by

amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: WES-Payables@clackamas.us

5. Travel and Other Expense. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas District Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

7. Contractor and District Contacts.

Contractor	District
Administrator: Justin Colton Phone: 503-807-2085 Email: jdcolson@ocdautomation.com	Administrator: Jeff Stallard Phone: 503-742-4559 Email: JStallard@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.

5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas District without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas District, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the District and Clackamas District, and their officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of District or Clackamas District ("District"), purport to act as legal representative of District or District, or settle any claim on behalf of District or District, without the approval of the Clackamas District Counsel's Office. District or District may assume their own defense and settlement at their election and expense.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount or scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas District as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas District Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – 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.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

10. LIMITATION OF LIABILITIES. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas District Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.

13. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract,

when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.

- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, and 29, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work

- 20. REMEDIES.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.

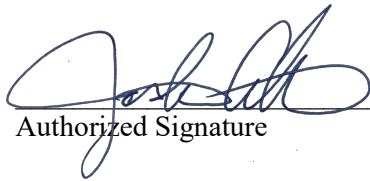
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the District is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the District is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the District provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the District with such Key Person's services unless the District provides prior written consent to such reassignment or transfer.
- 29. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the District only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the District accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the District consents to such use by any other public agency.
- 30. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURES FOLLOW

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

OCD Automation Inc

Water Environment Services



02-16-2023

Authorized Signature

Date

Chair

Date

Justin Colton, President

Name / Title (Printed)

Recording Secretary

Date

86781995

Oregon Business Registry #

Approved as to Form:

DBC/OR

Entity Type / State of Formation

District Counsel

Date

EXHIBIT A
REQUEST FOR PROPOSAL 2022-84



REQUEST FOR PROPOSALS #2022-84

**FOR
Consultants to Qualify as
Districts Supervisory Control and Data Acquisition (SCADA) System Integrator of Record.**

BOARD OF COUNTY COMMISSIONERS

**TOOTIE SMITH, Chair
SONYA FISCHER, Commissioner
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner**

**Gary Schmidt
County Administrator**

**Thomas Candelario
Contract Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: October 18, 2022

TIME: 2:00 PM, Pacific Time

PLACE: Procurement@clackamas.us

SCHEDULE

Request for Proposals Issued.....	September 15, 2022
Protest of Specifications Deadline.....	September 26, 2022, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	October 11, 2022, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	October 18, 2022, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 2023

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SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners Water Environment Services (“WES”), will receive sealed Proposals per specifications until **2:00 PM, October 18, 2022** (“Closing”), to provide Consultants to Qualify as Districts Supervisory Control and Data Acquisition (SCADA) System Integrator of Record. No Proposals will be received or considered after that time.

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-000004397 .

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys. Sealed Proposals are to be emailed to Clackamas County Procurement Services at procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@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 whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran 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. 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 OregonBuys for any notices, 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 published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award 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 email, 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 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.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Water Environment Services (WES) referred to as “District”, is seeking Proposals from consultants to qualify as system integrators for the District, The most qualified proposers will serve as the Districts Supervisory Control and Data Acquisition (SCADA) System Integrator of Record..

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 Districts’ SCADA system consists of five (5) wastewater treatment facilities, twenty (20) Pump Stations, (25) Flow Monitoring Stations and one (1) North Clackamas Park Regional Detention Facility.

The existing SCADA system includes operational control, monitoring and data logging for the Tri-City and Kellogg Creek Water Resource Recovery Facilities (WRRF) utilizing fiber optic communications for Remote Bases, PLCs and Servers.

In the future, it is the desire of the District to extend fiber optic communication to other assets, such as our more remote treatment facilities, pump stations, flow monitoring stations and a regional water detention facility. Currently, data at these assets is collected manually and is not stored in the SCADA system archives.

In addition to plant HMI and Historian, WES is currently in the process of implementing the data visualization software using eRIS.

Tri-City WRRF includes two different secondary processes, Conventional Activated Sludge (CAS) and Membrane Bioreactor (MBR). Both processes share a common SCADA system which consists of various types and ages of instrumentation, drives and PLCs.

The CAS side of the plant consists of Siemens S7-300, S7-400, S7-1200 and S7-1500 PLCs (one redundant S7-400) utilizing Siemens 505 series, Siemens S7-300, S7-1200 and S7-1500 style I/O. There are various manufacturer-supplied skids controlled by Allen Bradley PLCs and utilizing Allen Bradley I/O.

The MBR side of the plant consists of Siemens S7-200, S7-300, S7-400 and S7-1200 PLCs (three redundant S7-400s) utilizing Siemens S7-200, S7-300 and S7-1200 style I/O. There is a redundant Allen Bradley PLC, which runs the MBR process and utilizes Allen Bradley I/O. The Process and Air Scour Blowers are also controlled by Allen Bradley PLCs, utilizing Allen Bradley I/O.

The fiber optic system consists of running Profibus from Remote Bases to PLCs and from PLCs to Servers. There are also fiber optic cables connecting the Tri-City, Kellogg Creek and HoodlandWRRFs.

The SCADA communication system consists of Cat 5 Industrial Ethernet, Cat 5 Profinet Industrial Ethernet, Profibus DP, Profibus PA, Controlnet, Fiber Optic Single Mode and Fiber Optic Multi Mode.

The Servers located at the Tri-City WRRF consist of I/O, INSQL, Application, Auto Dialer and a PDC Server. The Plant is staffed ten (10) hours per day and seven (7) days per week and relies on two (2) auto dialers for notification of an alarm during off hours. The HMI application is Wonderware InTouch version 11.1. There are various Operator Work Stations and Development Work Stations located in the plant.

Kellogg Creek WRRF includes a Conventional Activated Sludge (CAS) secondary process and has a SCADA system, which consists of various types and ages of instrumentation and drives.

The PLCs consist of Siemens S7-300 and S7-400 PLCs utilizing Siemens 505 series and Siemens S7-300 and S7-400 style I/O.

The fiber optic system consists of running Profibus from Remote Bases to PLCs and Ethernet from PLCs to Servers. There are also fiber optic cables connecting the Tri-City, Kellogg Creek and Hoodland WRRFs.

The SCADA communication system consists of Cat 5 Industrial Ethernet, Profibus DP, Fiber Optic Single Mode and Fiber Optic Multi Mode.

The Servers located at the Kellogg Creek facility consist of I/O, INSQL, Application and Auto Dialer. The Plant is staffed eight (8) hours per day and seven (7) days per week and relies on two (2) auto dialers for notification of an alarm during the off hours. The HMI application is Wonderware InTouch version 11.1. There are various Operator Work Stations and Development Work Stations located in the plant.

Hoodland WRRF includes a small Rotating Biological Contactor (“RBC”) process and has a SCADA system, which consists of various types and ages of instrumentation and drives.

The PLC consists of one (1) Siemens S7-1500 utilizing Siemens S7-1500 style I/O.

There are fiber optic cables connecting the Tri-City, Kellogg Creek and Hoodland Treatment Plants.

The SCADA communication system consists of Cat 5 Industrial Ethernet.

The Servers located at the Hoodland facility consist of I/O, INSQL, Application and Auto Dialer. The Plant is staffed eight (8) hours per day, five (5) days per week and relies on two (2) auto dialers for alarm notification of an alarm during the off hours. The HMI application is Wonderware InTouch version 11.1. There is one (1) Operator Work Station located in the plant.

Boring WRRF is a small lagoon system. There is some automation but no SCADA system.

The PLC consists of one (1) Siemens S7-1200 PLC utilizing Siemens S7-1200 style I/O.

The plant is not staffed and is tested on a regular basis. Currently fiber optic cables are not available at the site. If they do become available, a decision will be made at that time whether or not to automate.

Fischer’s Forest Park Water Pollution Control Facility consists of a recirculation structure and disposal lift station system. There is some automation but no SCADA system. The site consists of a PLC, radio modem and radio. Currently fiber optic cables are not available at the site. If they do become available, a decision will be made at that time whether or not to add SCADA.

Remote Pump Stations: Approximately half of the pump stations are controlled by PLCs (mostly Siemens); some pump stations also have HMI touch panels utilizing Wonderware InTouch and Siemens

software. The rest are controlled by float switches and bubbler systems. The telemetry system consists of one (1) master controller and twenty (20) remote sites. Each site consists of a PLC, radio modem and radio. The master provides information to the HMI workstation and alarms will be sent out by the means of an auto dialer. Currently fiber optic cables are not available at any sites (with the exception of Arrah Wanna, Willamette, Clackamas and Intertie 2 Pump Stations). If they do become available, a decision will be made at that time to automate or not.

Rain Gauge Stations

Flow Monitoring Stations monitor the sewage conveyance systems and stream flows. They consist of various types of instruments such as flow, temp and pH. Data is manually collected or collected via cellular technology at each station. There is no SCADA system or automation. Currently fiber optic cables are not available at any sites. If they do become available, a decision will be made at that time whether or not to automate.

North Clackamas Park Regional Detention Facility: The purpose of this facility is to reduce flooding to the area without causing negative impacts to upstream and downstream properties. The system is controlled with a PLC and has a float system for redundant backup. There is some automation but no SCADA system. Currently fiber optic cables are not available at this site. If they do become available, a decision will be made at that time whether or not to automate.

3.3. SCOPE OF WORK

3.3.1. Scope of Services:

The district plans to select at least two qualified proposers as the Districts Integrators of Record. These selected proposers will provide the District with control system on-call services and project-specific services related to the design, installation and operation and maintenance of the Districts' instrumentation and SCADA systems. The System Integrator will be required to negotiate individual scopes of work and budgets during the duration of the contract for operational support as needed for the SCADA system for services pertaining to specific projects.

The System Integrator of Record shall be available as an on-call service provider and work with future capital project designers and contractors for design, design assistance, programming, installation, implementation and startup of Instrumentation, SCADA and Telemetry control systems.

3.3.3. Term of Contract:

The term of the contract shall be a period of one (1) year with the mutual option to renew for four (4) additional one (1) year periods. The total term of the contract cannot exceed five (5) years.

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 Personal Services Contract, for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 28 – Confidentiality
- Article II, Paragraph 29 – Criminal Background Check Requirements
- Article II, Paragraph 30 – Key Persons
- Article II, Paragraph 31 – Cooperative Contracting
- Article II, Paragraph 32 – Federal Contracting Requirements
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- 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.
- 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.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 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>
Project Team	0-25
Firm Qualifications and Experience	0-25
Understanding and Approach	0-50
Available points	0-100

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

SECTION 5 PROPOSAL CONTENTS

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

5.1.1. Complete Proposals must 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.

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.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments or other information.

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

5.2 Cover Letter:

The cover letter should identify the proposing entity, the contact for the procurement and contract negotiation process, and be signed by an authorized representative or official.

5.3 Project Team:

Provide a description of the proposed project team. Proposer shall identify key team members, and include individual qualifications, capabilities, and experience. Provide a description of the following:

- Description of the firm and what distinguishes the firm from other firms performing similar services
- Provide a staffing plan to demonstrate the structure and responsibilities of your team to support the districts and the qualifications to provide support to the equipment identified in Section 3.2 Background.
- Provide description of previous experience of the key individuals working together as a team.
- Provide a description on how you plan to make your staff available and to be responsive support in support of the district's needs.

5.4 Firm Qualifications and Experience

Provide a brief history of the firm's, experience and capabilities. Highlight recent (within the last 5 years) and local project experience. Particular emphasis on projects that demonstrate the qualifications and specialized experience of the staff who will work directly with the District is preferred.

Provide project descriptions including scope, type of facility, year completed, project size and location, and proposed team members who were involved and their roles. Specific emphasis placed on prior projects dealing with WRRF telemetry and SCADA systems. For all projects listed, provide name of the owner, owner's contact person with their phone number and email address. Contact information must be current and accurate.

Provide any other information applicable to the evaluation of the firm's qualifications for providing the district with the services of integrator of record.

5.5 Understanding and Approach

This criterion relates to the Proposer's understanding of the Districts needs for an on-call Integrator of Record and the methodology and course of action used to meet the goals and objectives. The issue is whether the Proposer has a clear and concise understanding of the potential problems that arise with the telemetry and SCADA systems in an active treatment facility and define what constitutes an emergency. Provide a description of the following:

- Proposer's understanding of the Districts needs as demonstrated in the RFP.
- Proposer's awareness of key issues that may occur if facilities telemetry and SCADA system fails
- Provide a description of local support and how you will make your staff available to support our projects.
- Provide a copy of the QA/QC program.
- Provide verification of experience with fiber-optic cable and patch panel design and troubleshooting.
- Provide a description on your firm's capabilities with the eRIS data visualization platform.

5.6 Resumes

Provide a resume no longer than two pages for each key project team member, highlighting relevant experience and certifications. Resumes will not be included in page count.

5.7 References

Provide 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.

5.8 Fees

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. If time and material basis – Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.9 Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2022-84

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

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____
Signature: _____ Title: _____
Email: _____ Telephone: _____
Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

EXHIBIT B
CONTRACTOR'S PROPOSAL

Cover Letter

OCD Automation Inc. is pleased to provide this proposal for RFP-2022-84, SCADA Integrator of Record. Contained within this proposal is a team of highly qualified individuals, whose skills overlap across all areas of concern. We feel our team and skillsets will ensure Clackamas County is getting the best service, solutions, and return on investment.

OCD Automation was founded in August of 2012 by Justin Colton to provide a higher level of industrial automation services to his clients. OCD Automation has experienced positive growth in providing robust automation solutions across multiple industries including Water and Wastewater Treatment, Semiconductor, Food and Beverage, General Manufacturing, Medium Voltage Power Distribution, Life Sciences, and more. Our expertise in the delivery of this technical work has earned client loyalty and return business, including multiple clients who now exclusively use OCD Automation.

OCD Automation is actively supporting other local wastewater clients such as the City of Gresham, the City of Estacada, Oak Lodge Water District, and many others with a proven track record of successful project delivery. Our proposed team identified within this proposal draws from nearly 80 cumulative years of earned experience in the execution of difficult automation projects. We excel at fixing problems.

Four of our members referenced within this proposal reside within 20 minutes of Oregon City and have equal ability to respond to Clackamas County's issues.

Proposal Table of Contents (with consideration of the 20-page limit)

1. Cover Letter
2. Project Team
3. Firm Qualifications and Experience
4. Understanding and Approach
5. Exhibits A and B

Additional attachments:

1. Resumes
2. Rate sheet
3. Proposal certification

Below are the relevant technical services that OCD Automation can provide:

Programmable Logic Controllers

- Siemens (S7-200, 300, 400, 1200, 1500)
- Siemens/TI (545, 555)
- Allen-Bradley/Rockwell (PLC-5, SLC500, MicroLogix, ControlLogix, CompactLogix)
- GE Fanuc (90-30/70, PACSystems)
- Automation Direct (DL05/06/205/405, Click, Productivity)
- Modicon (984, Quantum)
- Horner (OCS, RCS)

SCADA System Software and HMI

- Wonderware InTouch
- Ignition by Inductive Automation (Gold Level Integrator)
- Rockwell (RSView32, ME, SE, Panelview)
- Automation Direct (C-More)
- GE Fanuc (Cimplicity, iFix)
- Siemens (WinCC, WinCC Flex)

System and Network Support

- Monthly system and network hardware health checks
- Monthly software health checks
- Windows domain, computer, and user management
- Windows security, critical and application updates
- Anti-virus updates and scans
- Quarterly maintenance

Other Services

- Control System Engineering
- Control Panel Design
- UL-508A Panel Fabrication (UL ID: E180468)
- Field Troubleshooting and Support
- Process Loop Tuning
- Startup and Commissioning

Contact for this proposal:

Justin Colton
PO Box 2275
Estacada, OR 97023
503-807-2085
jdcolton@ocdautomation.com

All addenda are acknowledged through October 18, 2022, 12:00pm PST. OCD Automation appreciates the opportunity to provide these services to Clackamas County and we look forward to getting started.

Justin Colton, President



Project Team

Resumes are included at the end of the proposal.

Name	Role	Residence	Notes
Justin Colton	PM, Design, Programming	Estacada, OR (near Redland)	<ol style="list-style-type: none"> Has worked at the Tri-City and Kellogg wastewater treatment plants Resides 15 minutes from Tri-City Plant 20 years of successful delivery of projects using Wonderware InTouch and Siemens PLCs Nearly 30 years of field experience
Jesse Fledderjohann	Design, Programming	Portland, OR	<ol style="list-style-type: none"> Fourteen years of successful delivery of projects using Wonderware InTouch and Siemens PLCs Excels with industrial networking and cybersecurity 14 years of field experience
Chris McKinnon	Design, Programming	Reno, NV	<ol style="list-style-type: none"> 10 years of successful delivery of projects using Wonderware InTouch and Siemens PLCs Travels regularly to the Portland area to assist with projects 22 years of field experience
Jake Ostitis	PM, Design, Programming	Clackamas, OR	<ol style="list-style-type: none"> Knowledgeable in water/wastewater treatment Wide range of experience with most SCADA and PLC systems 14 years of field experience
Sean Loader	Design, Programming	Gresham, OR	<ol style="list-style-type: none"> Experienced with multiple SCADA systems and Allen-Bradley PLCs 3 years of field experience
Rylli Whitney	Design, Programming	Vancouver, WA	<ol style="list-style-type: none"> Experienced with multiple SCADA systems and both Siemens and Allen-Bradley PLCs 2 years of field experience

The process for a typical service visit:

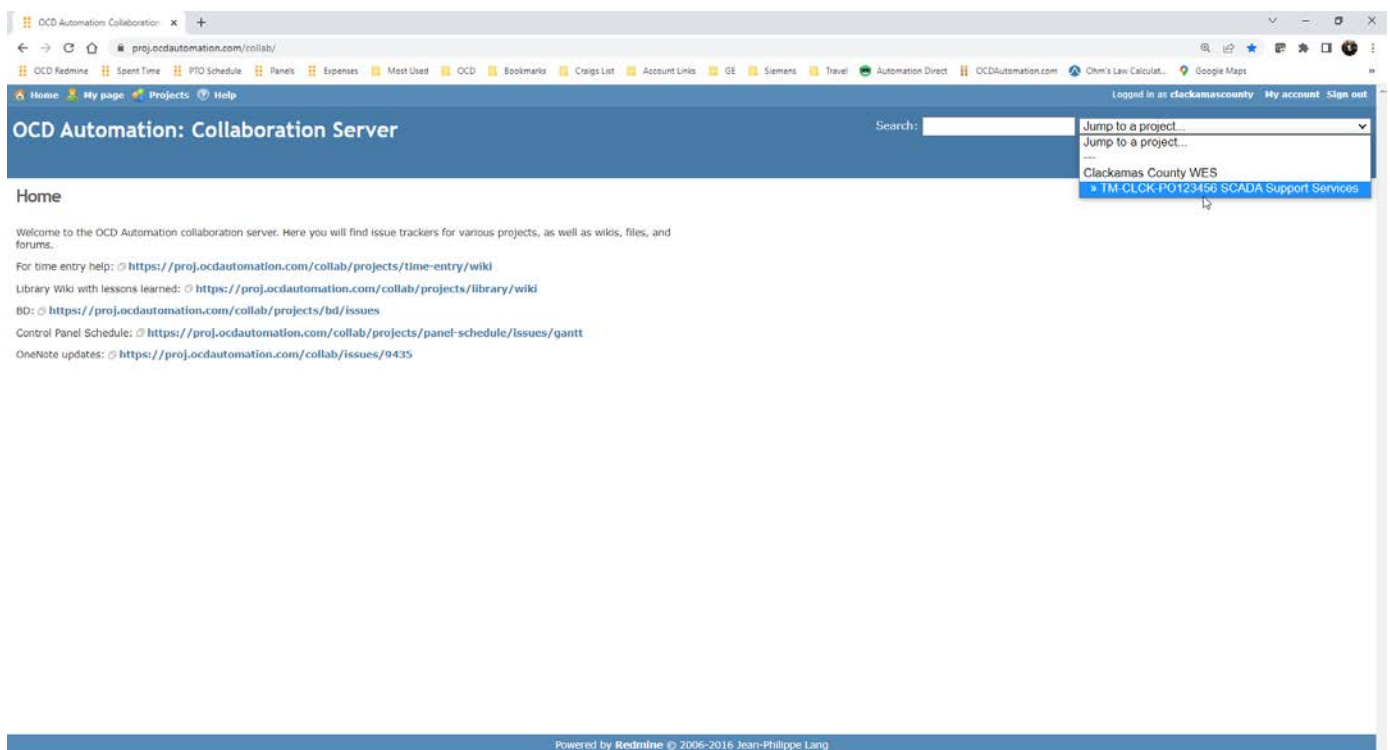
1. A controls/SCADA issue at the plant needs attention, or improvement is proposed.
2. An authorized county representative communicates with the OCD Automation point of contact to schedule a visit by the SCADA contractor
 - If there are multiple minor issues, this may happen once a “list” is compiled.
3. SCADA contractor reviews the request and schedules a site visit.
4. SCADA contractor arrives at the site at an agreed upon time, goes over the task list with the work requestor.
5. SCADA contractor evaluates the changes required and determines an appropriate level of testing required once complete.
6. SCADA contractor attempts to have changes completed within normal working hours, or while operations staff are still on-site.
7. Keeping notes as changes are made, these are assembled in a site visit summary email sent to the requestor.

Trip reports and time spent will be tracked securely on OCD Automation’s web-based Collaboration server site.

<https://proj.ocdautomation.com/collab/>. A temporary account with the username and password of “clackamascounty” has been created for the reviewers to explore if there is interest in “test driving” its functionality. The county could also directly request support through this site, if convenient. When this occurs, Justin Colton would get an email and then delegate the task to whomever is available.

Below is a sample of our collaboration tool and the workflow process that we utilize:

Step 1 - Upon login, the home page for the project will be available on the right side drop down. The screenshot below shows how other customers would show up, but the “clackamascounty” user would have access only to the “Clackamas County WES” section.



Step 2 - Clicking on “Issues” will bring the user to a place to see current issues or add new ones. Below, issue 10445 was added. The OCD Automation employee would be assigned, with time and expenses tracked to it.

#	Tracker	Status	Priority	Project	Subject	Assignee	Updated
10445	Support Request	New	Normal	TM-CLCK-PO123456 SCADA Support Services	Faulted PLC-500	Jesse Fledderjohann	2022-10-18 10:21
10444	Time bucket	New	Normal	TM-CLCK-PO123456 SCADA Support Services	Fabrication		2022-10-18 10:18
10443	Time bucket	New	Normal	TM-CLCK-PO123456 SCADA Support Services	Travel Time		2022-10-18 10:18
10441	Time bucket	New	Normal	TM-CLCK-PO123456 SCADA Support Services	Admin		2022-10-18 10:18
10440	Time bucket	New	Normal	TM-CLCK-PO123456 SCADA Support Services	Site Time		2022-10-18 10:18
10439	Time bucket	New	Normal	TM-CLCK-PO123456 SCADA Support Services	Programming		2022-10-18 10:18
10438	Time bucket	New	Normal	TM-CLCK-PO123456 SCADA Support Services	Design		2022-10-18 10:18

Step 3 - Clicking into issue 10445, one can see the other fields that can be filled in by a client requesting support.

Support Request #10445: Faulted PLC-500
Added by Justin Colton 5 minutes ago. Updated 4 minutes ago.

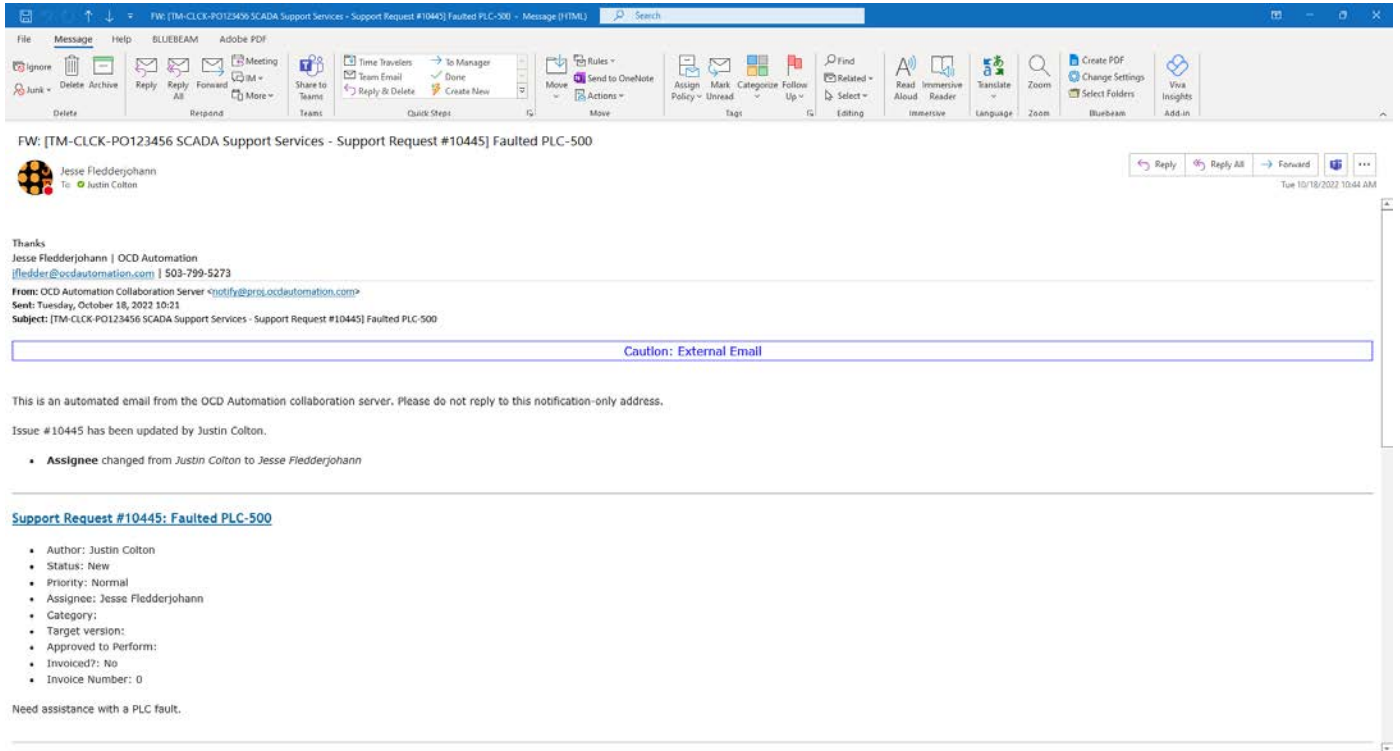
Status: New
Priority: Normal
Assignee: Jesse Fledderjohann
Approved to Perform: No
Involved?: No

Start date: 2022-10-18
Due date: 2022-10-19
% Done: 0%
Invoice Number: 0

Description: Need assistance with a PLC fault.

History:
Updated by Justin Colton 4 minutes ago
Assignee changed from Justin Colton to Jesse Fledderjohann

Step 4 - Once Justin Colton assigns this to Jesse Fledderjohann (or others), Jesse would receive an email that he has been assigned the work order.



Our other clients have enjoyed using this tool directly to make their requests official and trackable. Its use also mitigates the loss of emails containing task instructions or requirements. Notes are added as the issue is updated or closed.

Firm Qualifications and Experience

Provide a description of the proposed project team. Proposer shall identify key team members, and include individual qualifications, capabilities, and experience. Provide a description of the following:

- **Description of the firm and what distinguishes the firm from other firms performing similar services**

OCD Automation seeks out, nurtures, and grows individuals with a passion for systems integration and controls. A model OCD employee can cover at least two or more of these needs: PLC programming, SCADA development, Networking, Instrumentation, and general field troubleshooting. The employee should be equally at home in the field, at a computer, or in our panel shop wiring I/O modules.

- **Provide a staffing plan to demonstrate the structure and responsibilities of your team to support the districts and the qualifications to provide support to the equipment identified in Section 3.2 Background.**

Initially, our project manager Justin Colton will be the primary single point of contact to delegate tasks with Justin being backed up by Jake Ostitis. Typically, the PM will receive the request and either self-perform the work or delegate the task to any one or group of team members dependent on task size, technical requirements, and need dates. Additional details on this team structure are described in the “Work Approach and Understanding” section.

- **Provide description of previous experience of the key individuals working together as a team.**

Our four senior individuals listed in this proposal have all worked for engineering firms in the past, most notably CH2M Hill/Jacobs. Each of our staff members have been around design/build projects and have been involved in conceptual/detailed design and drawing development. Most of the senior staff have also been working together at some point for the last 20 years.

Examples:

City of Estacada

Jesse Fledderjohann and Justin Colton worked together to migrate the SCADA system at both treatment plants from Cimplicity to Ignition.

City of Gresham

Jesse Fledderjohann and Justin Colton worked together to update the chemical treatment control from a Siemens 555 CPU and I/O to a Allen-Bradley SLC500 system. Also, the Wonderware version was updated and changed to a terminal services method. New servers and network hardware were specified and configured by Mr. Fledderjohann.

On Semiconductor

Jake Ostitis and Justin Colton collaborated to update the Ultra-Pure-Water system from GE Fix32 to GE iFix. Screens, tags, and devices had to be created and tested on a live running system.

Confidential Client

Jake Ostitis and Chris McKinnon delivered the PLC programming and SCADA graphics for a Ultra-Pure-Water High Efficiency Reverse Osmosis treatment system.

- **Provide a description on how you plan to make your staff available and to be responsive support in support of the district's needs.**

We employ a web-based work order system to accept support requests and deploy the best individual to respond. Details on this are described in the “Project Team” section.

Provide a brief history of the firm’s, experience, and capabilities. Highlight recent (within the last 5 years) and local project experience. Particular emphasis on projects that demonstrate the qualifications and specialized experience of the staff who will work directly with the district is preferred.

Provide project descriptions including scope, type of facility, year completed, project size and location, and proposed team members who were involved and their roles. Specific emphasis placed on prior projects dealing with WRRF telemetry and SCADA systems. For all projects listed, provide name of the owner, owner’s contact person with their phone number and email address. Contact information must be current and accurate.

Provide any other information applicable to the evaluation of the firm’s qualifications for providing the district with the services of integrator of record.

a. Project Experience

- City of Gresham Wastewater Treatment Plant
 - Currently in the ninth year of an on-call contract to provide PLC and SCADA programming at the Sandy Blvd. WWTP.
 - Justin Colton and Jesse Fledderjohann have been supporting the WWTP since 2008.
 - The plant has Allen-Bradley PLCs and a Wonderware SCADA system.
 - Alan Johnston, Senior WWTP Engineer, (503) 803-0470, alan.johnston@greshamoregon.gov
- City of Estacada Water and Wastewater Treatment Plants
 - Currently providing PLC and SCADA programming for the WTP and WWTP next to the Clackamas River. Support of three remote reservoirs, and four pump stations, which all communicate via Wireless Ethernet 900Mhz radios.
 - Justin Colton has been supporting the city since 2001.
 - The city uses GE PLCs and an Ignition SCADA system.
 - Chris Lewis, Lead Operator, (503) 572-6262, Lewis@cityofestacada.org
- City of Portland Columbia Blvd. WTP (STEP Project, contracted under Jacobs Engineering)
 - PLC and HMI programming to replace the Square D PLC system with an M580 PLC. This PLC controls the cake conveyor system at the Columbia Blvd. Water Treatment Plant. We were part of a team that had three days to remove, replace, and test the new system.
 - The plant uses Schneider PLCs and an iFix SCADA system.
 - Don Watson, (541) 752-4271, don.watson@jacobs.com
- City of Portland Columbia Blvd. WTP (Direct contract)
 - Helped with control narrative development on the RNG facility project and loop examples for Organic Waste. Specified a communication-based FOB system for Organic Waste that would communicate driver identification and communicate that direct to a PLC.
 - Heather McKenna, (503) 823-6900, Heather.McKenna@portlandoregon.gov
- City of Camas Wastewater Treatment Plant
 - Currently providing PLC and SCADA programming at the Camas WWTP next to the Columbia River.
 - OCD was part of an energy savings project in 2015 and revamped the aeration basin control.
 - <https://www.ocdautomation.com/projects/aeration-basin-control/>
 - Justin Colton and Jesse Fledderjohann have been supporting the city since 2015.

- Darren Eki, (971) 940-4524, deki@cityofcamas.us
- Oak Lodge Water District
 - Currently providing PLC and SCADA programming at WWTP, in addition to five pump stations in Oak Grove, OR.
 - Justin Colton and Jesse Fledderjohann have been supporting the city since 2014.
 - David Hawkins, (503) 752-3903, david@olwsd.org
- Clark Regional Wastewater District: PLC/SCADA Maintenance Services (Vancouver, WA)
 - Currently providing PLC and SCADA programming support.
 - Jake Ositis has been supporting CRWWD since 2014.
 - Rich Ludlow, Operations Manager, (360) 993-8851, rludlow@crwwd.com
- Salmon Creek WWTP (now operated by CRWWD)
 - Currently providing PLC and SCADA programming.
 - Made changes to the aeration basin D.O. control that resulted in substantial energy savings.
 - Justin Colton and Jesse Fledderjohann have been supporting the plant since 2018.
 - Garrett Solinger, SCADA Systems Specialist, (564) 397-2271, garrett.solinger@clark.wa.gov
- City Electric Company (Electrical contractor)
 - Lacamas Creek Pump Station Upgrade Project (City of Camas, WA)
 - BAZ Park Pump Station Upgrade Project (City of Camas, WA)
 - Washougal Northside Reservoir Project (City of Washougal, WA)
 - Sunningdale Gardens Pump Station Upgrade Project (City of Camas, WA)
 - Andy Muonio, City Electric Co. owner, (360) 901-1473, andym@cityelectricnw.com

More projects and references are available upon request.

Provide 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.

1. Darren Eki, City of Camas (formerly WES and Veolia)
 - a. 1129 SE Polk St, Camas, WA 98607
 - b. (971) 940-4524
 - c. deki@cityofcamas.us
2. Alan Johnston, City of Gresham
 - a. 20015 NE Sandy Blvd, Portland, OR 97230
 - b. 971.666.7767
 - c. alan.johnston@greshamoregon.gov
3. Chris Lewis, City of Estacada
 - a. 475 SE Main Street Estacada, Oregon 97023
 - b. (503) 572-6262
 - c. Lewis@cityofestacada.org

More references are available upon request.

Work Approach and Understanding

This criterion relates to the Proposer's understanding of the district's needs for an on-call Integrator of Record and the methodology and course of action used to meet the goals and objectives. The issue is whether the Proposer has a clear and concise understanding of the potential problems that arise with the telemetry and SCADA systems in an active treatment facility and define what constitutes an emergency. Provide a description of the following:

- ***Proposer's understanding of the district's needs as demonstrated in the RFP.***

Clackamas County has issued this RFP to procure the services of a firm to support their operating PLC and Supervisory Control and Data Acquisition (SCADA) and control systems at various locations in the county. The role of the SCADA Maintenance Contractor will be keeping the system in operating condition, responding to software and hardware failures, and executing small improvement projects. Tasks include programming and troubleshooting PLCs, SCADA (In Touch), Wonderware Historian, and other aspects of the control system.

OCD Automation understands these sites to be:

- Tri-City WRRF
 - Justin Colton is familiar with this site, successfully delivering project work while employed by CH2M Hill.
 - OCD Automation recently provided control panels and instruments for the Hypochlorite project in 2019.
- Kellogg Creek WRRF
- Hoodland WRRF
- Boring WRRF
- Fischer's Forest Park Water Pollution Control Facility
- Wastewater Conveyance Pump Stations
 - (1) Master site, (20) remote sites
 - Some pump stations are not automated at this time, but may be in the future

OCD Automation is familiar with the following platforms:

- Siemens PLCs: S7-300, 400, 1200, with various I/O types
- Allen Bradley PLCs
- Wonderware InTouch, InSQL, Auto-dialer software

- ***Proposer's awareness of key issues that may occur if facilities telemetry and SCADA system fails***

The primary goal is to keep the plants, pump stations and other remote site PLC/SCADA systems at 100% operational functionality and within process specification. Otherwise, there are ramifications that include fines, negative news coverage, compromise of public health and safety, and/or all of these.

- ***Provide a description of local support and how you will make your staff available to support our projects.***

All key staff resides in the Portland metro area. Additional details on this, and staff deployment strategy is detailed in the **Project Team** section.

- **Provide a copy of the QA/QC program.**

Checklists have been developed for software and panel testing. Examples have been inserted as exhibits to this proposal. Only a few pages of each are shown, so this document stays under 20 pages. The full versions can be provided upon request.

Exhibit A: Example functional acceptance test
Exhibit B: Example panel checkout form.

- **Provide verification of experience with fiber-optic cable and patch panel design and troubleshooting.**

OCD Automation provided a patch panel and its design for a network upgrade at the City of Gresham in 2019. OCD Automation also owns a Fluke Networks CableIQ™ Qualification Tester. This device gives us the ability to troubleshoot most issues with copper cabling. Fiber patch cable testers are relatively inexpensive and will be added as an available tool.

Specifications: Fluke Networks CableIQ™ Qualification Tester

Specifications	
Cable types supported	UTP, STP, FTP, SSTP, RG6, RG59, audio and security
Qualification autotests	1000BASE-T, 100BASE-TX, 10BASE-T, VoIP, 1394b S100, TELCO, Wiremap only, Coax
Supported tests	Wiremap, length, cable signal performance, digital toner, analog toner, Ethernet port detection and identification, analog telephone detection, blink port light, continuity, speaker test, cable fault finding, video signal detection.
Wiremap	Can detect single wire faults and supports MultiMap mode with up to seven remote office identifiers. Draws proportional wire length to breaks. Detects split pairs.
Find fault	Measures crosstalk and impedance and compares against appropriate limits based on qualification test selected. Detects location of large point sources as well as distributed sources in the cabling if they are sufficient to disqualify the application
Results storage	Up to 250 qualification test results
Power	Battery type: 4 AA (NEDA 15A, IEC LR6) alkaline batteries
Battery life	20 hours of typical use, without backlight
Other battery types supported	4AA photo lithium, NIHM, NICAD
Dimensions and weight	7in x 3.5in x 1.75in (17.8cm x 8.9cm x 4.5cm) 1.2 lb (0.55 kg)

- **Provide a description on your firm's capabilities with the eRIS data visualization platform.**

OCD Automation does not have experience with this platform, but we understand the criticality of its connection to the SCADA system. Changes that could affect the eRIS system performance would be carefully coordinated with the administrator.

Demonstration Test Form			
Client:	City of Portland	Client Reviewer:	
Project:	STEP: HPU1 Controls	Jacobs Reviewer:	
Location:	Columbia Blvd. WWTP Portland, OR	Panel:	SLPR-PLC
Pump 1 (Loop Z00003-1), Pump 2 (Loop Z00003-2), Pump 3 (Loop Z00003-3)			

Item	Description	Client Approval (Initials)	Jacobs Approval (Initials)	Date
	Analog Values			
1.	Compare Pump 1 Amps to actual Amps: <ul style="list-style-type: none"> Actual: SCADA: 			
2.	Compare Pump 2 Amps to actual Amps: <ul style="list-style-type: none"> Actual: SCADA: 			
3.	Compare Pump 3 Amps to actual Amps: <ul style="list-style-type: none"> Actual: SCADA: 			

Demonstration Test Form			
Client:	City of Portland	Client Reviewer:	
Project:	STEP: HPU1 Controls	Jacobs Reviewer:	
Location:	Columbia Blvd. WWTP Portland, OR	Panel:	SLPR-PLC
Pump 1 (Loop Z00003-1), Pump 2 (Loop Z00003-2), Pump 3 (Loop Z00003-3)			

Item	Description	Checker1	Checker2	Date
Control Sequence				
4.	Prerequisites: <ul style="list-style-type: none"> No failure to run alarms. Force the lead pump to Pump 1 from the PLC software. Start/Stop buttons at HPU should only work when selector is in LOCAL. Start/Stop buttons at TLP should only work when selector is in REMOTE. 			
5.	Force the lead pump to Pump 1 from the PLC software.			
6.	Press "Start" pushbutton on the HPU Panel.			
7.	Pump 1 should start as LEAD and come up to speed. Record Amps:			
8.	Press "Stop" pushbutton on the HPU Panel.			
9.	Pump 1 should stop.			
10.	Press HPU "Start" pushbutton on the Truck Loading Panel.			
11.	Pump 1 should start as LEAD and come up to speed.			
12.	Press HPU "Stop" pushbutton on the Truck Loading Panel.			
13.	Pump 1 should stop.			
14.	Press HPU "Start" pushbutton on the Truck Loading Panel.			



Panel Checkout

Client:	S&S Electric	Checker:	
Project:	Tri-City Hypochlorite	Panel:	
End User:	Clackamas WES		
Location:	Oregon City, OR		

Item	Task	Reference Tags or Description	Checker	Date
	General			
1.	Confirm door and subpanel labeling.	Component IDs like power supplies, circuit breakers, fuses.		
2.	Confirm wire labeling and termination matches drawings.	TB1		
3.	Confirm wire labeling and termination matches drawings.	TB2		
4.	Confirm wire labeling and termination matches drawings.	TB3		

Item	Task	Reference Tags or Description	Checker	Date
	General			
5.	Confirm wire labeling and termination matches drawings.	Analog Input Module 1		

Item	Task	Reference Tags or Description	Checker	Date
	120VAC Power			
6.	Connect a test plug to 120VAC.			
7.	Confirm closing CB1 turns on the overhead light.			
8.	Confirm convenience outlet functionality.			
9.	Confirm UPS powers up.			
10.	Confirm incoming VAC at TB2-F1.	Field Device		
11.	Confirm incoming VAC at TB2-F2.	Field Device		
12.	Confirm incoming VAC at TB2-F10.	Spare		
13.	Close fuse, confirm outgoing VDC at TB3-F10.	Digital Input Module 3		

Justin Colton

Perry Technical Institute, Yakima, WA, Instrumentation, Controls, and Automation, Graduated June 1993.



The project manager will be Justin Colton, owner/founder of OCD Automation. Mr. Colton has almost 30 years of experience in the Systems Integration and I&C field and worked for CH2M Hill for 13 years on a variety of projects in multiple industries such as water/wastewater, manufacturing, food and beverage, semiconductor, and energy management. Mr. Colton has been programming PLCs since 1993. He began working with Wonderware software in 2004, when it was at revision 7.

Mr. Colton lives 15 minutes from the Tri-City WWTP, and has several clients in the Portland area, which means he is usually less than one hour from phone call to the WWTP doorstep.

RELEVANT PROJECT EXPERIENCE

Tri-City WRRF for Clackamas County WES

- Performed PLC/HMI programming and startup services at a client waste treatment site. Used Siemens S7-300/400 PLCs, Wonderware InTouch, and Profibus to Robicon Drives.

City of Portland Columbia Blvd. WTP

- Currently providing Modicon M580 PLC programming, iFix SCADA development for the Cake Conveyor Project.

City of Camas WWTP

- Providing Modicon Quantum and Allen-Bradley PLC programming, Wonderware SCADA development, control system design and troubleshooting.

City of Estacada WTP/WWTP

- Providing GE PLC programming, SCADA development, control system design and troubleshooting since 2001 for the drinking WTP and WWTP.

City of Gresham WWTP

- Providing Allen-Bradley PLC programming, Wonderware SCADA development, control system design and troubleshooting on a yearly service contract.

Salmon Creek WWTP in Vancouver, WA

- Providing Allen-Bradley PLC programming, Wonderware SCADA development, control system design and troubleshooting at the Salmon Creek WWTP.

Jesse Fledderjohann

University of Portland, Mechanical Engineering, Graduated 2008.



Mr. Fledderjohann has been programming PLCs since 2003 and has with experience with current and past Allen-Bradley, Siemens, and Automation Direct PLC platforms. He worked on multiple projects requiring extensive Wonderware InTouch and Archestra knowledge for SCADA upgrades, along with significant experience with Inductive Automation Ignition (with advanced certification), Rockwell FactoryTalk, GE Cimplicity, GE iFix, and Automation Direct C-More SCADA and HMI systems. He also has experience with networking and computer infrastructure. His computer experience includes Windows Server 2003, 2008, 2012, and 2019 domains and other services, plus Windows 7 and 10 advanced configuration and Linux experience. His network experience includes Fortinet, Cisco, and HP managed network devices and complex configuration, both for switched and routed networks. He also has extensive experience troubleshooting control electrical systems, including VFD control wiring and relay control systems.

RELEVANT PROJECT EXPERIENCE

City of Portland Columbia Blvd. WTP

- Provided control narrative creation for the RNG project.

City of Gresham WWTP

- Providing Allen-Bradley PLC programming, Wonderware SCADA development, control system design, network support, and troubleshooting on a yearly service contract for both the City and the operations contractor for 6 years running.
- Performed two full upgrades of the control system OT hardware.

City of Camas WWTP

- Providing Allen-Bradley and Schneider PLC programming, Wonderware SCADA development, control system design, network support, and troubleshooting.

City of Estacada WTP/WWTP

- Providing Ignition SCADA development, control system design, network support, and troubleshooting.

Salmon Creek WWTP in Vancouver, WA

- Providing Allen-Bradley PLC programming, Wonderware SCADA development, control system design and troubleshooting at the Salmon Creek WWTP.

ON Semiconductor – Gresham, OR

- Executed multiple critical upgrades of PLC systems and SCADA software, including moving from GE iFix to Inductive Automation Ignition.

LaPel Solutions – Vancouver, WA

- Extensive rework of existing Allen Bradley PLC and Inductive Automation Ignition configuration to resolve issues left by a previous automation contractor.

Chris McKinnon

Perry Technical Institute, Yakima, WA, Instrumentation, Controls, and Automation, Graduated June 2000.



Chris McKinnon is a Systems Integrator with OCD Automation. He has 22 years working in process controls, automation, and instrumentation engineering roles. Spending 15 years working as an Integrator for CH2M Hill, Maverick and Quality Plus services provided training across many industries.

After serving as the lead integrator for Tesla's Gigafactory 1 in Reno, Nevada, he spent 7 years there as a controls engineer, instrumentation manager, operations manager, eventually becoming the site facilities engineering manager. Chris has worked with nearly all platforms of PLC and Scada pairings.

Mr. McKinnon resides in Reno, NV, but travels to the Portland area to assist with projects. He is very experienced with Siemens PLCs.

RELEVANT PROJECT EXPERIENCE

Tesla Gigafactory, Sparks NV

- Developed site automation software standards, hardware requirements and lead the site startup. Siemens 1515 series controllers, Ignition from Inductive automation HMI.

Confidential Client, Semiconductor, Chandler AZ

- Lead Integrator for large capital expansion project, performed and oversaw integration activities for their Rockwell Automation, GE Cimplicity system. Supported QA/QC process for software and hardware.

Truckee Meadows Water Treatment, Sparks NV.

- Supported automation engineering and development activities during the design phase of a water reclaim facility.

City of Estacada WTP/WWTP

- Providing GE PLC programming, SCADA development, control system design and troubleshooting since 2003 for the drinking WTP and WWTP.

Jake Ositis

Oregon State University, BS Mechanical Engineering, Graduated Summa Cum Laude 2008
Western Oregon University, BA Business Administration and Management



Jake has 14 years of engineering experience focusing on Instrumentation and Controls (I&C) and Systems Integration (SI) services. Jake uses his engineering knowledge combined with practical field experience to lead or support project management, engineering, design, and implementation of industrial processes and manufacturing automation systems. Jake has executed multiple systems integration projects throughout the semiconductor, wastewater, and manufacturing industries. His experience includes design and analysis of electrical, mechanical, and control systems.

He employs engineering methods to incorporate renewable energy and value engineering opportunities into his work. Jake has served as an I&C Engineer and project manager on several large projects in the United States, including large-scale greenfield semiconductor fabs, as well as complex retrofits and expansions in water, wastewater and manufacturing fab environments utilizing minimal to zero downtime implementation methods. He has provided start-up, commissioning and critical infrastructure support services for automation systems supporting and managing equipment vendors, design-build contractors, and commissioning services.

RELEVANT PROJECT EXPERIENCE

City of Portland Columbia Blvd. WTP

- Currently providing Modicon M580 PLC programming and GE iFix SCADA development for large-scale plant expansion.

City of Washougal Wastewater Treatment Plant

- Led the PLC and SCADA development for their 2014 plant expansion, automation hardware upgrades, and multiple miscellaneous tasks. Providing Allen-Bradley PLC and FactoryTalk View SCADA development, control system design and troubleshooting since 2014 under annual service agreements (While at OCD Automation, and previously for another firm).

Clark Regional Wastewater District in Vancouver, WA

- Providing Allen-Bradley and Koyo DirectLogic PLC programming, GE Cimplicity SCADA development, control system design and troubleshooting since 2013 under annual service agreements (While at OCD Automation, and previously for another firm).

City of Ridgefield Wastewater Treatment Plant

- Providing Allen-Bradley PLC programming, GE Cimplicity SCADA development, control system design and troubleshooting under annual service agreements since 2017 (While at OCD Automation, and previously for another firm).

City of Vancouver Westside and Marine Park Wastewater Treatment Plants

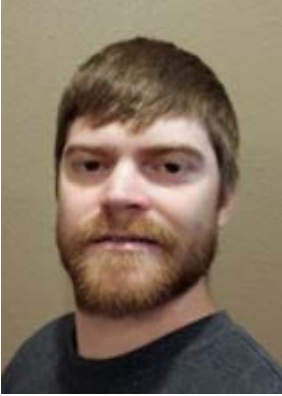
- Led the control system engineering-design-build efforts for a large-scale automation hardware retrofit of both treatment plants and six conveyance sites, providing project and construction management, engineering, design, Allen-Bradley PLC programming, and commissioning. (Previously for another firm)

Industrial Wastewater Treatment, Confidential Client, Semiconductor in Hillsboro, OR

- Led the PLC and SCADA programming of multiple treatment systems that treat different industrial waste streams. Jake provided the project management, Allen-Bradley PLC programming, GE Cimplicity SCADA development, and commissioning. (Previously for another firm)

Sean Loader

Perry Technical Institute, Yakima, WA, Instrumentation, Controls, and Automation, Graduated 2018



Sean Loader will be assisting the senior personnel on projects. He has been with OCD Automation for three years.

RELEVANT PROJECT EXPERIENCE

City of Portland Columbia Blvd. WTP

- Assisted with Modicon M580 PLC programming, iFix SCADA development for the Cake Conveyor Project.

City of Camas WWTP

- Providing Allen-Bradley and Schneider PLC programming, Wonderware SCADA development, control system design and troubleshooting.

City of Estacada WTP/WWTP

- Providing GE PLC programming, Ignition SCADA development, control system design and troubleshooting.

Oak Lodge Water District in Oak Grove, OR

- Provided PLC programming and field support to upgrade two pump stations from MicroLogix 1500 to MicroLogix 1400.

City of Gresham WWTP

- Providing Allen-Bradley PLC programming, Wonderware SCADA development, control system design and troubleshooting on a yearly service contract.

Microchip Technologies in Gresham, OR

- Provided GE PLC programming, Cimplicity SCADA development for a bulk chemical distribution upgrade project.

Rylli Whitney

Perry Technical Institute, Yakima, WA, Instrumentation, Controls, and Automation, Graduated 2020



Rylli assists the senior personnel on projects. She has been with OCD Automation for two years,

RELEVANT PROJECT EXPERIENCE

Analog Devices in Camas, WA

- Currently assisting with PLC programming, Wonderware InTouch SCADA development for the site.

ON Semiconductor in Gresham, OR

- Currently assisting with Allen-Bradley PLC programming, iFix SCADA development for the site.

City of Estacada WTP/WWTP

- Generated screens and tags in Ignition for two new UV sterilizers

Rollpros in Vancouver, WA

- PLC and HMI programming to upgrade a proprietary machine from Arduino to PLC control.



PO Box 2275
Estacada, OR 97023
(503) 807-2085

RFP-2022-84 Rates

	Person	Rate Class	Hourly Rate
Normal Hourly Rates	Justin Colton	E5	\$175
	Jake Ostitis	E5	\$175
	Jesse Fledderjohann	E5	\$175
	Chris McKinnon	E5	\$175
	Raina Brewster (administrative)	A1	\$85
	Sean Loader	E3	\$125
	Rylli Whitney	E3	\$125
Mileage Rate:	IRS Rate		If more than 50 miles from OCD Automation HQ.
Per Diem (Meals)	In accordance with the contract		
Travel Expenses	In accordance with the contract		
Materials:	Billed at Cost		

PROPOSAL CERTIFICATION
RFP #2022-84

Submitted by: OCD Automation Inc.
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

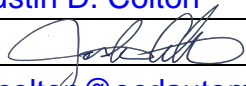
SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: 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.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Justin D. Colton Date: October 18, 2022
Signature:  Title: President
Email: jdcolton@ocdautomation.com Telephone: 503.807.2085
Oregon Business Registry Number: 1548309-5 OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____