

Request for Proposals

Due Noon, Wednesday November 24th

October 19, 2021

Version 1.51

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Background:

Tooley Water District is a water district located just west of The Dalles. We are a small water district; we have no employees and we service about 40 households.

In October 2020 Oregon Health Authority (via North Central Public Health District) reached out to Tooley Water District informing us that our annual tests for Nitrate levels came back out of compliance for our lower well. The tests that had been collected on 10/16/20 reflected nitrate levels of 18.6

milligrams per liter; well over the Maximum Contaminant Level of 10 milligrams per liter.

Tooley Water District immediately shut down the offending well. Tooley Water District serviced our members with our only other well until June 2nd 2021 when the reservoir ran dry. The only operating well was unable to keep up with demand. Additionally, the well's pump burned up. After replacing the pump, the well's piping, and adding a new VFD it was determined that the only operating well was not going to be able to singularly handle Tooley Water District's water needs alone. Tooley Water District made the decision to start up the lower well again (the well that had previous high nitrate levels).

Currently Tooley Water District is operating on both wells.

Items to be considered in your recommended solution

Tooley Water District has been researching a long term solution to the problem. We have identified four potential solutions:

1. Development of new well.
2. Development of a Selective Ion-Exchange resin filtration system.
3. Development of a Reverse Osmosis (RO) filtration system.
4. Drilling the current well deeper.
5. Other options?

Tooley Water District would like to understand these options better moving forward. We would like to make informed decisions about the costs of potential solutions as well as the risks associated with different solutions.

It is important to note that there are two costs for a solution. First, the cost of developing the solution. Second, the cost of maintaining the solution over time. Tooley Water district is interested in looking at these solutions from an overall long term perspective, not just the least expensive cost to build.

Additionally, Tooley Water District has concerns regarding water capacity. We learned this year that the upper well alone can not sustain Tooley Water District's needs long term. Tooley Water District would like to see capacity as a component of the recommended solution.

Deliverables of the RFP

1. An overall recommendation with regards to the best option moving forward. At minimum all four possible solutions should be addressed with comparative analysis consideration. A single preferred solution should be identified and a report detailing the reasons for recommending this solution over the other options should be provided. A reminder that ongoing maintenance should be a consideration of this recommendation.
2. An OPC (Opinion of Probable Cost) should be developed for the recommended solution. This OPC should include detailed line items that can be later placed into a construction RFP for building the new solution. Additionally, this OPC should include detailed line items of costs that Tooley Water District will likely encounter, yet may not be directly associated with a construction RFP. Examples of these additional costs might include:
 1. Project management for the entire project
 1. Grant / loan management
 2. Overall project management
 2. Engineering
 1. Development of construction RFP
 2. Project oversight of the construction process
 3. Land acquisitions
 4. Easements
 5. Permits
3. A list of risks or concerns associated with the recommended solution. Additionally, an opinion of the likeliness of these risks or concerns occurring.

Budget for proposals

Tooley Water District has been awarded a grant funded by the US Environmental Protection Agency (EPA) Safe Drinking Water Revolving Loan Fund through an award from Business Oregon for the purpose of fulfillment of this RFP. Budget for proposals is not to exceed \$20,000

Deliverables of proposal responses

1. Describe your company background and what makes you qualified to respond to this RFP.
2. How many years has your company been performing this type of work?
3. List at least two references for similar projects your company has worked on.
4. Describe what your end product will look like.
 1. Describe the format of the final product (a single report, report plus spreadsheets etc)
 2. Describe how you will address all the items listed above in section “Deliverables of RFP”

Process for evaluation of proposals

The Tooley Water District board will vote upon the best proposal as provided by qualified candidates.

A scoring system will be utilized for evaluation of proposals.

- Criteria to include the ability to meet deliverables as listed above.
- Criteria to include the ability to commit qualified staff and resources to the project.
- Criteria to include the ability to comply with contracting requirements for State or Federal funding sources Tooley Water District has in support of this work.

Upon choosing the best solution Tooley Water District will engage in a contract negotiation with the preferred vendor. In the event a negotiated contract can not be achieved Tooley Water District may choose to look at alternate vendors, or even repeat the RFP process if it is deemed there are no qualified responses.

Tooley Water District reserves the right to reject any or all proposals, to postpone making the award for a reasonable length of time, or waive informalities and to accept the proposal it deemed the best in the interest of the District considering the experience of the proposer and the time required for completion.

Process for Vendors

There will be one physical on-site meeting and two virtual Cisco webex Meetings scheduled where potential vendors can discuss requirements with a Tooley Water District representative.

These meetings are optional.

Physical onsite meeting:

Monday November 1, 10:00am – Noon.

Location: 4753 Adeline Way, The Dalles, OR 97058

Contact John Amery at 541-340-0032 if you plan to attend.

Virtual Meeting 1:

Monday November 8, 10:00am – Noon.

Cisco Webex – All potential vendors on contact list will be notified.

Contact John Amery at 541-340-0032 if you have not received access information.

Virtual Meeting 2:

Monday November 15, 10:00am – Noon.

Cisco Webex – All potential vendors on contact list will be notified.

Contact John Amery at 541-340-0032 if you have not received access information.

Proposals Due:

Wednesday November 24th by Noon

To be sent to johnamery@tooleywater.org

A receipt notification will be emailed back regarding all received proposals.

How to get on RFP contact list

All requests should be made in writing to johnamery@tooleywater.org

A response will be provided that your request was received.

If you do not receive a response that your request was received you can call 541-340-0032 to work out any potential communication failures.

Emails from potential vendors regarding RFP

A list of all questions by potential vendors will be kept by Tooley Water District.

All questions and their responses will be provided to the complete list of all potential vendors.

Minimum set of requirements that will be on contract

As this project is funded project is funded by the US Environmental Protection Agency (EPA) Safe Drinking Water Revolving Loan Fund through an award from Business Oregon the following items (at minimum) will be required in a contract with the winning responder:

Contract Clauses for contracts with Professional Services Contractors (i.e. Consultants) for projects funded by Safe Drinking Water financing

Contract Clause Language

Instructions: *The following language to be included verbatim in contracts according to any accompanying instructions.*

1. Duns Number and SAM Registration

All entities that enter into contracts with a Safe Drinking Water Revolving Loan Fund recipient (i.e. contractors) must have both a DUNS number and be a SAM Registration. The links below can be provided to contractors if they have not already addressed this requirement.

SAM Registration: <https://www.sam.gov/SAM/>

DUNS Number <http://www.dnb.com/get-a-duns-number.html>

NOTE: The SAM registration expires annually and must be kept active until the SDWRLF project is closed

2. Source of Funds

Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds.

3. Whistleblower (language to be included in all contracts and subcontracts)

“Contractor receiving SDWRLF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).”

4. Non Discrimination

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

Termination for Cause and for Convenience & Breach of Contract

“Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.”

Intellectual Property (language to be included in all contracts:)

“Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors to perform this project, or developed under contract with the Contractor specifically to enable Contractor’s obligations related to this project.”

Inspections; Information (language to be included in all contracts and subcontracts:)

“Contractor shall permit, and cause its subcontractors to allow *[insert name of water system Owner]*, the State of Oregon, the federal government and any party designated by them to:

- (1) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- (2) Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.”

8. American Iron Steel

[language to be included in all contracts and subcontracts for engineering design work when subsequent construction work is also funded with Safe Drinking Water financing (i.e. design/construction projects].

“The Contractor acknowledges to and for the benefit of the *[insert name of water system Owner]* (“Water System”) and the State of Oregon (the “State”) that subsequent construction activities funded under this agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”). The Contractor hereby represents and warrants to and for the benefit of the Water System and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, and (b) all engineering design, plans and specifications, and cost estimates shall facilitate compliance with the American Iron and Steel Requirement. While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.”

9. Prohibition on the Use of Federal Funds for Lobbying (Certification Regarding Lobbying form follows, for any contracts in excess of \$100,000)

(form follows)

Certification Regarding Lobbying

(Awards to Contractors and Subcontractors in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title _____

Date _____