



PENDLETON

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REQUEST FOR QUALIFICATIONS

ISSUE DATE: March 24th, 2021

FOR: Request for Qualifications for Hydrogeologic Engineering Services – Aquifer Storage and Recovery Program

DATE DUE: 4:00 pm local time, Thursday, April 22nd, 2021

MAILING ADDRESS: 1501 SE Byers Ave
Pendleton, OR 97801

PLACE OF BID OPENING: City of Pendleton

Schedule of Events

Event	Date
Proposals Due	April 22 nd , 2021
Notice of Intent to Award issued	April 27 th , 2021
Council Action and Award	May 4 th , 2021



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General Overview

Request for Qualifications

The City of Pendleton, Oregon, invites qualified vendors to submit responses to this Request for Qualifications/Qualification Based Selection (RFQ/QBS) for Hydrogeology Services-Aquifer Storage and Recovery Program. The City is seeking a qualified consultant to assist with the ongoing pilot testing activities, assessment, evaluation, reporting and expansion of the City’s aquifer storage and recovery (ASR) program under Limited License #006. As a condition of Limited License #006, Oregon Water Resource Department (OWRD) requires that annual ASR Technical Reports be sealed and signed by an Oregon registered geologist. The City began its ASR program in 2002. The City currently has five ASR wells (Well 1, 4, 5, 8 and 14) and, in the future, wishes to expand their well and water distribution system to support additional population increases. The City typically stores well over 800 MG water per year and can pump approximately 9 MG per day. Additionally, the City generates hydropower during the recharge phase at the ASR wells. The City has additional non-ASR wells that potentially could be converted to ASR wells. The City’s long-term objectives are to expand its overall water system through the proactive management, stewardship and optimization of all water resources and supply system. The City’s goal is to provide high quality, safe, drinking water to the public and meeting the seasonal water demands of our customers.

The following table provides specific information about the agency and community served:

Population served	17,300
Internal Users or Employees	140

Contact

All communication regarding this RFQ/QBS shall be directed to the following agency contact:

Greg Lacquement
Regulatory Specialist
1501 SE Byers Avenue
Pendleton, OR 97801
greg.lacquement@ci.pendleton.or.us
Office: 541-966-0249

Requests for additional information or clarifications must be made in writing by email to Greg Lacquement no later than **4:00 pm local time, Thursday, April 22nd, 2021.**

Contact with other agency employees regarding this Request for Qualifications is prohibited without prior consent. Vendors that directly contact employees risk elimination.



Proposal Submission

- Submit proposal electronically via email.
- A response to Scope of Work and Tasks required.
- Bids cannot be withdrawn or corrected after submission.
- Proposals must be submitted to the email address below:
greg.lacquement@ci.pendleton.or.us
- The vendor is responsible for all costs incurred in the preparation, demonstration, or negotiation of this proposal.
- The agency reserves the right to award the project to the vendor with either the lowest or the best value bid, in whole or in part.

Proposal Format

Vendors must organize their proposals in the following format:

- Cover Letter
- Executive Summary
- Vendor’s Response to Scope of Work
- Price Quote

1. Experience and References

1.1. Vendor Background & Experience

Vendor Information	
Company Name	
Address	
City, State & Zip	
Website	

Primary Vendor Contact	
Name and Title	
Phone	
Email	

Provide a brief company history, including years in business.



1.2. Vendor References

1. Provide at least three (3) references that currently use your services. Preferably three (3) references in the Pacific Northwest. References will be evaluated based on experience with ASR projects and with providing ongoing Hydrogeologist of Record services for municipalities. Hydrogeologist must be a registered Geologist in the State of Oregon.

Include the following information for each (please do not send marketing materials):

- Name of Water System
- Primary contact
- Contact phone and email address
- Brief description of hydrogeology services used
- Years in operation
- Population and/or customers served

2. Requirements

2.1. Scope of Work

A. Current ASR Program

- a. Prepare and submit an annual ASR Technical Report as required by Limited License #006, which will include complete data analysis and reporting support.
- b. Review City-supplied cycle testing data: volumes, durations, water levels, and water quality results;
 1. Develop hydrographs showing geochemical reaction assessment and the aquifer response to the City's ASR operations;
 2. Complete a "water/loss/gain" aquifer analysis;
 3. Review water quality data and prepare plots confirming the expected recovered water quality;
 4. Review supplied data, prepare location maps, hydrographs, water accounting tables, water quality data tables, and compare water quality criteria for source, stored, and recovered water;
 5. Prepare an assessment of volumetric changes in the aquifer and complete an annual accounting of stored water, stored water recovered, and other pumping;
 6. Use data to prepare the annual ASR Technical Report; and
 7. Ensure the annual ASR Technical report meets regulatory requirements and deadlines.



- c. When requested by City, coordinate with Oregon Department of Environmental Quality (DEQ), Water Resources Department (OWRD), and Oregon Health Authority-Drinking Water Program (OHA-DWP) directly to ensure that required written and digital data submittals/reports are complete and in an approved format.
- d. Review data to confirm operations continue consistent with previous years, and new wells (Well #4 and #8) perform in the same fashion (aquifer response and recovered water chemistry).
- e. Review data to assess changes in well performance that could indicate the need for a back-flushing schedule, or mitigating the effects of unexpected events such as turbidity mobilized during a line break or other event.
- f. Review and confirm that source water (surface or groundwater) meets Oregon standards for regulated and non-regulated substances.

B. ASR Future Expansion

- a. If requested, review existing ASR data with regard to developing an expansion program beyond the current five ASR wells.
- b. If requested, develop a work plan, including costs, for testing targeted future ASR sites.
- c. As needed, present an ASR expansion plan to City staff.
- d. As needed, assist the City in securing permits, water rights and recommending water quality testing programs for future ASR wells.
- e. Providing engineering consultation for future ASR well pump design.
- f. Provide engineering consultation and support during any construction/installation of future ASR well pump station.
- g. Provide documentation and support as needed to ensure all future ASR well pump station construction is completed as designed.

C. Other Tasks

- a. Assist the City in responding to an/all request for information from OWRD, DEQ or OHA-DWP pertaining to City water rights, ASR, TMDL's, or other water-related issues.
- b. Assist the City in responding to any/all request for information from federal agencies, such as EPA's Unregulated Contaminant Monitoring Rule (UCMR), pertaining to any drinking water-related issues.

D. Pricing Structure

- a. Pricing is for a 3-year contract of under \$100,000. The City reserves the right to a 2 -year extension with future pricing to be negotiated.



E. Terms and Conditions

- 1. Rejection of Proposals: The City reserves the right to accept or reject any and all proposals. The City reserves the right to negotiate with the selected contractor in order to best serve the needs of the City, in respect to both cost and effectiveness.
- 2. Scoring: The following maximum points may be assigned to the proposal for evaluation purposes:

WRITTEN PROPOSAL	100 Points
Technical	50 Points
Experience and References	40 Points
Cost	10 Points
TOTAL POSSIBLE POINTS	100 POINTS

- 3. Availability of Funds: It is understood and agreed between the parties to any agreement resulting from this proposal that the City shall be bound hereunder only to the extent of funds appropriated or which may hereafter be appropriated for the purposes of this agreement. It is further understood and agreed between the parties to any agreement resulting from this proposal that the City shall not be obligated to purchase or pay services covered by this agreement unless and until they are ordered, delivered, or performed for the City.
- 4. Cancellation: The City reserves the right to cancel and terminate any resulting agreement, in part or in whole, without penalty, upon sixty (60) days written notice to the Auditor/Contractor. Any contract cancellation notice shall not relieve the Auditor of the obligation to complete an audit commenced prior to the effective date of the cancellation, nor shall it relieve the City of its obligation to pay for services rendered.
- 5. Term of Contract: The term of the contract shall be for a three (3)-year period for the City from May 4th, 2021 through May 3rd, 2024. The City has the option to extend the contract for up to two (2) additional years.
- 6. Insurance: The Auditor will maintain professional liability insurance coverage of a minimum of \$1,000,000 at all times during the Term of the Contract.
- 7. Return of Proposal: All proposals submitted under this RFQ/QBS will become the property of the City and will not be returned. However, if any portion of the proposal is marked proprietary or confidential and is highlighted, this portion can be returned after award of contract, if requested.
- 8. Non-Discrimination; Drug-Free Workplace: Any Vendor submitting a proposal pursuant to this request for proposals shall maintain a workplace that is free of employment discrimination and free of drug use.



9. Assignment: The Vendor shall not assign, sublet or transfer interests in this agreement without the written consent of the City.

10. Ethics In Public Contracting: By submitting their proposals, the Vendor certifies that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

11. Indemnification and Hold Harmless:
 - a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to the bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

 - b. In and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or obligation under paragraph 1.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other Employee benefit acts.