

**City of Coos Bay
Request for Proposal
To Provide Chemicals for Water Quality Division**



NOTICE

The City of Coos Bay is accepting proposals to provide chemicals for the Water Quality Division. The City invites qualified suppliers to submit a proposal package based upon the scope of the work contained within this Request for Proposal (RFP).

SUBMISSION OF PROPOSAL PACKAGE

To receive consideration, proposal packages must be submitted in accordance with the following instructions:

1. All proposal packages shall be delivered to:

City of Coos Bay
Public Works & Development Department
Attn: Michael Carrano
500 Central Avenue
Coos Bay, OR 97420

2. Submit three (3) copies + one (1) digital of the proposal by 3:00 p.m. on October 12, 2021.
3. The proposals must be clearly marked "PROPOSAL FOR CHEMICAL PROCUREMENT FOR THE COOS BAY WATER QUALITY DIVISION."
4. Maintaining the integrity of the RFP process is extremely important to the City of Coos Bay. As such all questions, shall be directed to the project manager, Michael Carrano at (541) 269-1181 ext. 2500 or email mcarrano@coosbay.org. Prior to contact, please review the General Information regarding Additional Information Requests, located on Page 3 of this packet. Answers to all questions will be posted on-line and made available to all firms intending to submit a proposal package. Failure to adhere to these restrictions may significantly reduce your prospects for selection.
5. The City of Coos Bay reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

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GENERAL INSTRUCTIONS

The City of Coos Bay invites qualified suppliers to submit a proposals package to provide chemicals as described in the specifications set forth in this Request for Proposal (RFP). All submittals are subject to the provisions and requirements of the City of Coos Bay Rules of Local Contract Review and the Oregon Revised Statutes, the Attorney General's Model Public Contract Rules.

PROPOSAL PACKAGE REQUIREMENTS

Your PROPOSAL package shall include the following:

1. **Cover Letter.** All proposal packages must include a cover letter, made to the attention of Jim Hossley Public Works and Development Director, and signed by a person legally authorized to bind the applicant to its Proposal. The cover letter shall include any potential conflicts of interest your firm or any key individual may have with this project. Additionally, the cover letter must include the following items:
 - a. the firm name,
 - b. the names of local personnel, and managers
 - c. address, telephone, and FAX numbers of the firm,
 - d. and contact information, including an email address, of the person(s) who are authorized to represent the proposer.
2. **Quote Sheet.** All proposal packages must include a quote sheet for all chemicals listed in the background. Delivery shall be included in the prices. Along with the length of time the prices are held for if entered contract with the City.

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BACKGROUND AND SCOPE OF WORK

BACKGROUND

The City of Coos Bay is the largest community on the Oregon coast and provides wastewater collection, treatment, and disposal services to retail customers within the city limits. The topographic characteristics of the city are gentle low-lying hills. As such, there is a ridgeline that divides the city into two primary basins for gravity collection, served by two wastewater treatment plants (WWTP). The city owns and operates both activated sludge wastewater treatment plants. Wastewater is conveyed to one of the two wastewater treatment plants using a combination of up to 23 sanitary sewer pump stations and a combined total of over 90 miles of sanitary collection system piping. Wastewater from the western area is treated at WWTP 2, while WWTP 1 treats wastewater from the eastern area.

WWTP 2 is located near Empire at 490 Fulton Ave. The plant currently uses magnesium hydroxide 60%. Past Annual consumption data (45) 3000# totes per year. There is no permanent storage for magnesium hydroxide 60% at the plant. Therefore, 3000# totes are delivered and utilized for storage.

WWTP 1 is located near downtown Coos Bay at 680 Ivy Ave. The plant currently uses two chemicals. The first is: Sodium Hypochlorite—lo-salt-12.5%. Past Annual consumption data is approximately 65,000 gallons per year. There is a 3000-gallon holding tank. The other chemical is Sodium Bisulfite 38%. Past Annual consumption data is approximately 30,000 gallons per year. There is a 3000-gallon holding tank.

RESOURCES TO BE PROVIDED

The successful proposer shall enter a contract with the City. The proposer shall supply the City with the contract to be utilized for chemical purchases, as part of their proposal.

GENERAL INFORMATION

COMPLIANCE WITH RULES

Proposers responding to this RFP must follow its procedures and requirements. Except as otherwise provided in the RFP, applicable provisions of Oregon Administrative Rules Chapter 137, Division 47 and City Resolution 17-14 shall apply to all personal service contracts of the City. Failure to comply with or complete any part of this PROPOSAL may result in rejection of your Proposal.

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REQUEST FOR ADDITIONAL INFORMATION

Proposers may submit questions or a request for additional information. Site visits will be made available upon request. All questions and/or requests must be submitted either by mail or email:

City of Coos Bay
Public Works & Development Department
Attn: Michael Carrano
500 Central Avenue
Coos Bay, OR 97420
mcarrano@coosbay.org

All requests for additional information, must clearly reference the "Proposal for chemical procurement the Coos Bay Water Quality Division. All requests must be received no later than September 21, 2021 at 3:00 pm. The responses to the requests will be made available at the City's website:

<http://coosbay.org/government/rfp-list>

SCHEDULE FOR RFP EVENTS

RFP Advertised (1 st Round)	September 3, 2021
RFP Advertised (2 nd Round)	September 7, 2021
Deadline for Additional Information Request	September 21, 2021
Response to Additional Information Requests	September 28, 2021
Proposal Package Due	October 12, 2021 at 3 p.m.
Council Work Session	October 26, 2021
Council Consideration of Contract (if applicable)	November 2, 2021
Award of Contract	November 3, 2021

PROPOSAL WITHDRAWAL

Any Proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal.

APPEALS

Bidders who wish to appeal a disqualification of proposal or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Coos Bay
Public Works and Development Department
Attn: City Manager
500 Central Avenue
Coos Bay OR 97420

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OWNERSHIP OF DOCUMENTS

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the proposed by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

PUBLIC RECORD

All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

INDEMNITY

The Supplies shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the Supplier or any of its agents, employees, or representatives. The indemnity applies to both active and passive acts or other conduct.

EMPLOYMENT STATUS

Supplier shall perform the work required by this contract as an independent supplier. Although the Owner 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, the Owners cannot and will not control the means or manner of the Supplier's performance. The Supplier is responsible for determining the appropriate means and manner of performing the work.

Supplier represents and warrants that the Supplier is not an employee of the City of Coos Bay and meets the specific independent supplier standards of ORS 670.600. Supplier is not an officer, employee, or agent of the Owners as those terms are used in ORS 30.265.

Supplier shall be responsible for any federal or state taxes applicable to any compensation or payments paid to Supplier under this contract and, the Owners will not withhold from such compensation or payments any amounts to cover Supplier's federal or state tax obligations.

Supplier is not eligible for any Social Security, unemployment insurance, or Workers Compensation, from compensation paid to Supplier under this contract except as a self-employed individual.

INSURANCE

1. General Liability shall be a per occurrence form and must cover the time for which the work is being performed.
2. Proof of insurance of not less than the amount required is to be provided. Written notice of cancellation of insurance shall be provided to the City/Agency not less than 30 days prior to the date of cancellation.
3. If the City/Agency is required to use Federal or State insurance policy limits, or is subject to the

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Federal or State tort claim limits, the limits required through this directive shall be superseded by such limits.

4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by
5. Insurance policy limits shall not be less than those listed in this directive without the consensus of the City Manager, City Attorney, and the City Risk Manager of Record. Insurance policy limits may be waived at the discretion of the City/Agency. Insurance policy limits may be required to be higher based upon the City Manager's review of the specific application for which the certificate is required.
6. Tail Coverage": If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:
 - (1) Recipient's completion of all services and the City's/Agency's acceptance of all services required under the Contract/Agreement, or
 - (2) The expiration of all warranty periods provided under the Contract/Agreement.

Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.

7. Definitions:

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Umbrella Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies. Umbrella policies provide three functions:

- (1) To provide additional limits above each occurrence limit of the insured's primary policies.
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted.
and
- (3) To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

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Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

Insurance Requirements: Professional Services contracts/agreements

Commercial General Liability Per occurrence	\$ 1,000,000
Professional Errors and Omissions liability (Per occurrence)	\$ 2,000,000
Workers' Compensation	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
Umbrella/Excess Insurance (Per occurrence)	\$ 2,000,000
Automobile Liability (Per occurrence)	\$1,000,000

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown. If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to the City/Agency with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by the City/Agency and include a per project aggregate (form CG 2503 05/09 or equivalent).

Such certificate(s) and endorsement(s) shall name the City/Agency as an additional insured commercial general liability, automobile liability, and umbrella liability policies. Copies of such endorsements or coverage enhancements shall be attached to the certificate. A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided. Thirty (30) days written notice shall be provided to the certificate holder prior to cancellation or significant modification of coverage. The Certificate of Insurance(s) and Endorsement(s) shall be provided to the City/Agency which will become a part of the Contract. Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City/Agency. The City/Agency reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.