

**ADVERTISEMENT FOR
SEALED PROPOSALS**

ANNUAL WATER TREATMENT CHEMICALS

Contract No. 2024-007

The City of The Dalles (“City”) is soliciting sealed proposals for the supply of individual water treatment chemicals to be received electronically via email, only, as follows:

Submitted To: thedallesbids@ci.the-dalles.or.us
Addressed To: Larry McCollum, Water Quality Manager
Public Works Department
City Hall
313 Court Street
The Dalles, OR 97058
By: **2:00 p.m. Pacific Prevailing Time on Thursday, June 13, 2024**

The Request for Proposals (“RFP”) and other Contract Documents may be reviewed at the Office of the City Clerk located at The Dalles City Hall (313 Court Street in The Dalles, OR 97058) and are also available on the City’s website at <http://thedalles.org/bids>. Any change to the RFP and other Contract Documents will be by written addendum and proposers are responsible for checking the City’s website regularly for addenda and additional information.

Questions regarding contract documents should be directed to the Project Manager via email at lmccollum@ci.the-dalles.or.us. ***Any objections to or comments upon the Proposal specifications must be submitted by email directed to the Project Manager and received no later than five (5) calendar days before the Proposal opening date.***

Proposals will be accepted from **Monday, June 3, 2024**, through closing on **2:00 p.m. Pacific Prevailing Time on Thursday, June 13, 2024**. The scheduled opening is immediately after closing, at which time the email account designated for proposal receipt will be accessed.

Proposals will be opened in a Zoom Meeting (**Meeting ID: 858 0212 1281; Passcode: 068006**) where proposal responses will be read aloud. **Note:** Immediately following the electronic submission of a proposal, Proposers will receive confirmation their ***email*** has been received.

THE DUTY IS ON THE PROPOSER TO ENSURE THE REQUIRED PROPOSAL DOCUMENTS ARE ATTACHED TO ANY EMAIL BEING SENT TO THE CITY IN RESPONSE TO THIS ADVERTISEMENT FOR PROPOSALS.

The City reserves the right to reject any and all Proposals not in compliance with all prescribed procedures and requirements and may reject any and all Proposals upon a determination by the City it is in the public interest to do so. The City also reserves the right to waive any formality in connection with Proposals submitted under this solicitation. The contract or contracts anticipated for award through this solicitation will be purchase agreements subject to ORS Chapter 279B.

CITY OF THE DALLES, OREGON
Amie Ell, City Clerk

Publishing Date: 03 June 2024

REQUEST FOR PROPOSALS
Annual Water Treatment Chemicals

Procurement of Goods
Competitive Sealed Proposals
ORS 279B.060 & OAR 137-047-0260



CITY OF THE DALLES
313 Court Street
The Dalles, OR 97058

Project No.:	2024-007
Project:	<i>Annual Water Treatment Chemicals</i>
Contract Type:	Purchase Agreement
Bids Due By:	[2 p.m. Pacific Prevailing Time], Thursday, June 13, 2024
Mandatory Site Visit:	Not Applicable
Project Manager:	Water Quality Manager, Larry McCollum City of The Dalles lmccollum@ci.the-dalles.or.us (541) 298-2248 ext. 5010

June 3, 2024

REQUEST FOR PROPOSALS

PROJECT NO. 2024-007 ANNUAL WATER TREATMENT CHEMICALS

The City of The Dalles (**City**) invites you to submit a proposal for the supply of individual water treatment chemicals. Proposals must address all items listed in this request for proposals (**RFP**).

A. Request for Proposals

1. This solicitation is for the procurement of services by competitive sealed proposals (**Proposals**) as set forth in ORS 279B.060, OAR 137-047-0260, and the City's Local Contract Review Board (**LCRB**) Rules.
2. The Proposals shall not be opened until after the final submission date and hour below. Submissions shall become property of the City without obligation. The City is not liable for any cost incurred by proposers in the preparation, submission, and presentation of their Proposals.
3. Proposals must be submitted electronically via email to thedallesbids@ci.the-dalles.or.us with the subject line "Annual Water Treatment Chemicals RFP Response" directed to

Larry McCollum, Water Quality Manager
Public Works Department
313 Court Street
The Dalles, OR 97058

4. Proposals must be received by **2:00 p.m. on Thursday, June 13, 2023**, when this solicitation is deemed closed (**Closing**). The duty rests with the proposer to ensure the required Proposal documents are attached to any email sent to the City in response to this RFP.
5. To be considered for award, the proposer shall submit:
 - a. a signed *Proposal Form* (**Form 1**). All blank spaces in the Proposal shall be properly completed. If the Proposal is made by a partnership, it shall contain the name of each partner and shall be signed in the firm name followed by the signature of the person signing. If the Proposal is made by a corporation, it shall contain the name of the corporation, followed by the written signature of the officer signing on behalf of the corporation and the printed or typewritten designation of the office he holds in the corporation. The address of the proposer shall be typed or printed on the Proposal; and
 - b. a signed *Certification of Non-Discrimination* (**Form 2**) in accordance with ORS 279A.110(4).

B. Opening and Review of Solicitation Document

1. Proposals shall be opened **immediately after Closing**, in a Zoom Meeting at: <https://us06web.zoom.us/j/85802121281?pwd=MUNXQ1dwVzFIMUZnbUdWNDc2WGpQUT09> ; Meeting ID: 858 0212 1281; Passcode: 068006. Once opened, Proposals will be filed for public inspection.
2. The RFP and other Contract Documents may be accessed online at www.thedalles.org/bids.

C. Requests for Clarification and Addenda

1. Potential proposers with questions concerning any provision of the Proposal documents or opening should direct inquiries to Larry McCollum, Water Quality Manager, at (541) 298-2248 ext. 5010; or 925-451-7554 (mobile).
2. The City may change a solicitation document only by written addenda. Prospective proposers shall provide written acknowledgement of receipt of all issued addenda with its Proposal unless the City otherwise specifies in the addenda.
3. The City shall post any addenda to the solicitation document on its website at www.thedalles.org/bids. It is the responsibility of all Proposers to check the website regularly for any addenda.
4. Unless a different deadline is set forth in the addendum, a prospective proposer may submit a written request for change or protest to the addendum by the close of the City's next business day after issuance of the addendum, or up to the last day allowed to submit a request for change or protest under LCRB Rule X(D) of the City's LCRB Rules, whichever date is later.

D. Cancellation, Delay, or Suspension of Procurement and Rejection of Proposals

1. The City may cancel, delay, or suspend this procurement or reject any or all Proposals in accordance with ORS 279B.100 when the cancellation, delay, suspension, or rejection is in the best interest of the City as determined by the City.
2. The City is not liable to any proposer for any loss or expense caused by or resulting from the cancellation, delay, or suspension of this procurement or rejection of any Proposal.

E. Pre-Closing Modification or Withdrawal of Proposals

1. A proposer may modify its Proposal in writing prior to the closing. Proposers shall prepare and submit any modification to the City in the same manner as submitting a Proposal under this solicitation. Any modification must include the proposer's statement the modification amends and supersedes the prior Proposal. The proposer shall mark the submitted modification's email with the subject line as follows: "**PROPOSAL MODIFICATION – CONTRACT NO. 2024-007**".
2. A proposer may withdraw its Proposal by written notice submitted on the proposer's letterhead, signed by an authorized representative of the proposer, delivered to the individual and location specified above, and received by the City prior to the closing. The proposer or authorized representative of the proposer may also withdraw its Proposal in person prior to the closing upon presentation of appropriate identification and evidence of authority satisfactory to the City. In that case, the City may release an unopened Proposal

withdrawn consistent with this paragraph to the proposer or its authorized representative after voiding any date and time stamp mark. The proposer shall mark the written notice to withdraw its Proposal's email with the subject line as follows: "**PROPOSAL WITHDRAWAL – CONTRACT NO. 2024-007**".

3. Withdrawal of a Proposal shall not disqualify the proposer from submitting another Proposal, provided the time for receipt of Proposals has not expired.
4. The City will include all documents relating to the modification or withdrawal of Proposals in the appropriate procurement file.

F. Receipt, Opening, and Recording of Proposals

1. The City shall electronically or mechanically time-stamp or hand-mark each Proposal and any modification upon receipt. The City shall not open the Proposal or modification upon receipt, but shall maintain it as confidential and secure until the opening. If the City inadvertently opens a Proposal or a modification prior to the opening, the City shall return the Proposal or modification to its secure and confidential state until opening. The City shall document the resealing for the procurement file (e.g., *City inadvertently opened the Proposal due to improper identification of the Proposal.*).
2. Any Proposal received after closing is late. A proposer's request for withdrawal or modification of a proposal received after closing is late. The City will not consider late Proposals, requests for withdrawals, or modifications.
3. The City shall publicly open Proposals and modifications made to Proposals consistent with **Section B**.

G. Protests and Judicial Review

1. A prospective proposer may protest the procurement process or the RFP for a contract solicited under ORS 279B.060 as set forth in ORS 279B.405(2)(a) and LCRB Rule X(D). Pursuant to ORS 279B.405(3), before seeking judicial review, a prospective proposer must file a written protest with the City and exhaust all administrative remedies.
2. A prospective proposer must deliver a written protest to the City not less than ten days prior to closing. The City shall not consider a prospective proposer's solicitation protest submitted after this deadline. The City shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405(4) and LCRB Rule X(D).
3. In addition to the information required by ORS 279B.405(4) and LCRB Rule X(D), a prospective proposer's written protest shall include a statement of the desired changes to the procurement process or the RFP the prospective proposer believes will remedy the conditions upon which the prospective Proposer bases its protest.
4. The City shall issue a written disposition of the protest in accordance with the timeline set forth in LCRB Rule X(D).
5. If the City upholds the protest, in whole or in part, the City may in its sole discretion either issue an addendum reflecting its disposition or cancel the procurement or RFP.

6. If the City receives a protest from a prospective proposer in accordance with these rules, the City may extend closing if the City determines an extension is necessary to consider and respond to the protest.
7. Judicial review of the City's decision relating to a solicitation protest shall be in accordance with ORS 279B.405 and LCRB Rule X(D). Any violation of ORS Chapter 279A or 279B by the City for which no judicial remedy is otherwise provided in the Public Contracting Code is subject to judicial review as set forth in ORS 279B.420.

H. Evaluation

1. Adherence to specifications, compliance with Proposal conditions and instructions, price, annual cost, product purity and effectiveness, and proposer responsibility are material Proposal evaluation factors. Effectiveness of a proposed product may be determined, in part, based upon criteria related to the City's compliance with drinking water regulations promulgated by the Oregon Department of Human Services Drinking Water Program and the United States Environmental Protection Agency. Specifically, these criteria may include relative dosage rates, resultant sludge quality and volumes, water quality monitoring frequencies and costs, product evaluation costs, annual treatment costs, product stability, length of filter runs, or any other anticipated operational or economic impacts. A responsible proposer means not only a person who is financially responsible, but one who can be expected to deliver promptly and, in all respects, perform reliably under any contract entered into with the City.
2. Cost, although a significant factor, will not be the sole factor upon which the award is based. Cost may become important in the event other evaluation criteria appear to indicate potential proposers are ranked relatively equal.
3. An Evaluation Committee consisting of the Public Works Director and Water Quality Manager will be responsible for initially reviewing the competing Proposals based upon the criteria set forth in this Section III. The Evaluation Committee will select the Proposal determined to be in the best interest of the City and its recommendation will be forwarded to the appropriate Department Manager or City Manager where appropriate.

I. Award

1. The award of the contract or contracts will be made to the responsible proposer whose Proposal is, in the opinion of the City Council or its designee, in the most advantageous to the City consistent with ORS 279B.060(8) and the LCRB Rules. The City reserves the right to reject all Proposals or to reject any Proposal not in accordance with this solicitation.
2. When proposers submit an item different than specified in the RFP documents, the City shall determine whether the proposed item shall be considered an approved equal. If the item is not determined to be an approved equal, the Proposal shall be rejected. This determination shall be made prior to the award of the Proposal.
3. The City shall award each individual contract to the successful proposer(s). The City reserves the right to accept or reject any and all Proposals.

4. The City's obligation to award a contract or contracts under this RFP is contingent upon appropriation or approval of funds. The City's obligation to pay any amounts due for those fiscal periods succeeding the 2024-2025 fiscal year are contingent upon appropriation and approval of funds for that purpose. Any contract awarded under this RFP shall expire at the end of the 2024-2025 fiscal year unless the City has allocated funds for the following fiscal year and has provided prior written notification to the Proposer.

J. Exceptions

1. Any exceptions to the specifications of this RFP must be clearly identified in writing in the Proposal and referenced in the cover sheet.

K. Procurement Description

1. Description of Goods

- a. All water treatment chemicals must meet specifications of the American Water Works Association (AWWA), the National Sanitation Foundation Standard 60 (NSF-60) as certified Drinking Water Treatment Chemicals or its Underwriters Laboratory (UL) equivalent, and the Oregon Health Authority Drinking Water Program (OHA-DWP).
- b. Water treatment chemicals will be provided for the duration of the contract extending from July 1, 2024, to June 30, 2025. Proposals must be firm through this period unless otherwise specified. In any case, no less than quarterly price protection must be provided in the prices quoted in the Proposals and must be defined as such in each Proposal.
- c. All Proposals to supply water treatment chemicals must be FOB to the delivery location as specified on the "PROPOSAL" Form: Wicks Water Treatment Plant or City of The Dalles Water Distribution Division. Proposals received without the appropriate FOB destination as indicated herein will be rejected.
- d. The City may require the submittal of analytical results of contaminant presence from the chemical product being proposed. Samples of the proposed treatment chemical may be requested by the City from the proposer for analysis of contaminant levels including, but not limited to, US-EPA primary metals as they relate to sludge quality. Proposals for water treatment chemicals determined to be of unacceptable quality will be rejected.
- e. The City reserves the right to cancel this RFP or reject any and all Proposals not meeting the specifications of the Proposal outlined above.
- f. Freight delivery must be by the best methods and must have a response time necessary to maintain treatment processes without interruption. Typical lead-time from ordering to delivery should be stated in the Proposal.
- g. Delivery/fuel surcharges should be stated. No less than quarterly price protection must be provided in the prices quoted in the proposals and must be defined as such in each proposal.

- h. Literature defining the products on which proposals are made must be submitted in the Proposal email along with product SDS information and proof of NSF-60 listing or its UL equivalent.

2. Specific Chemicals, Quantities, and Quality

- a. Sodium silicofluoride Product must meet or exceed the current AWWA Standard B702-11 for sodium fluorosilicate. Purity = 60% Fluoride ion. Granular. Purchased in 1,000-kg pallet lots, 25-kg bags; approx. 4,000 kilograms per year
- b. Activated carbon, powdered Product must meet or exceed the current AWWA Standard B600-16 for powdered activated carbon. Powdered (for cyanotoxin removal, and taste and odor control). Purchased in 2,500-lb lots, 50-lb bags; approx. once per year
- c. Aluminum chlorohydrate Liquid only. $Al_2(OH)_xCl_{6-x}$, Aluminum chlorohydrate = 50% or bench tested proprietary blends. Minimal trace metals contamination will be tolerated. No recycled or reclaimed products will be allowed. Sample analytical results for US-EPA Primary Metals required. Only NSF-60, bench tested and plant pilot run tested products; currently limited to: M-1883 (NSP-5), CC-2000, Suma Clear 803-B or Suma Clear 1000. Quote per wet pound (and equivalent price per gallon). Deliveries of 2000 to 4000 gallons; approx. 12,000 gallons per year.
NOTE: Load limitations on the County access road may affect order quantity. Contact Larry McCollum for details.
- d. Sodium hypochlorite, 12.5%
- Product must meet or exceed the current AWWA Standard B300-10 for sodium hypochlorite
 - Not less than 12.5% available chlorine
 - pH > 11
 - 0.1 – 0.4 wt% excess caustic
 - Ni^{2+} and Cu^{2+} < 0.05 mg/L
 - Iron < 0.5 mg/L
 - Specific gravity > 1.14
 - ClO_3^- concentration < 1.5 g/L
 - Filtered
 - Delivery within 72 hours of manufacture. Mini-bulk shipments of 100 – 300 gallons to the Lone Pine Jordan, and Marks Wells; and 300 - 1,200 gallons to Wicks WTP; estimated use of ~20,000 gallons per year. To be quoted per CWT of available chlorine and equivalent price per gallon.
NOTE: Load limitations on the County access road may affect order quantity. Contact Larry McCollum for details.

- e. Sodium polyphosphate Product must meet or exceed the current AWWA Standard B502-11 for sodium polyphosphate. No sodium hexametaphosphate. Liquid product to be 32 – 40% phosphate as received. Products with heavy metals as binders are not acceptable. Quoted product must have a minimum three-years of experience in Municipal Potable Water Treatment and be formulated from food grade phosphate materials (verification to be provided upon request). To be quoted “per CWT of phosphate (PO4)” and the equivalent price per 55-gallon drum. Proposals must specify any drum deposits or charges which may apply. To be purchased in 55-gallon drums by 16 drum lots; approx. 4 lots per year.

- f. Phosphoric Acid Product must meet or exceed the current AWWA Standard B507-16 for phosphoric acid. Product to be 75% food grade phosphoric acid. To be quoted per CWT of 75% phosphoric acid product and equivalent price per 55-gallon drum. Proposals must specify any drum deposits or charges which may apply. To be purchased in 55-gallon drums, 1-3 drums per year.

- g. Sodium hydroxide, 25% Product must meet or exceed the current AWWA Standard B501-98 for 25% sodium hydroxide (NaOH-caustic soda). The liquid sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effect on the health of those consuming water that has been treated properly with the sodium hydroxide. To be purchased by IBC Tote of approximately 300-gallon volume/tote. One to two totes per year. Empty totes shall be returnable to the vendor. Bid should detail the refundable cost of the tote deposit.

3. Delivery of Goods

- a. All water treatment chemicals will be delivered during the regular business hours of the Public Works Department unless specific permission is granted by the Department for outside business hours deliveries.

- b. Normal working hours are Monday through Friday from 8:00 a.m. to 4:00 p.m. Pacific Prevailing Time.

- c. Proposers are directed to follow instructions listed in the Contract Documents for Proposal submittal.

4. Non-Performance

- a. As required by ORS 279B.060(2)(h), any contract awarded under this solicitation may be terminated for non-performance of its terms and conditions, including failure to perform the scope of work or failure to meet performance standards established in the

contract. The consequences resulting from non-performance may include, but are not limited to:

- (1) the City's reduction or withholding payment under the resulting contract;
- (2) the City's right to require the awarded contractor to perform, at the awarded contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting contract; and
- (3) the City's rights, which the City may assert individually or in combination, to declare a default of the resulting contract, to terminate the resulting contract, and to seek damages and other relief available under the resulting contract or applicable law.

5. Standard of Performance

- a. Consistent with ORS 279B.060(2)(c), the successful proposers awarded a Contract or Contracts under this solicitation shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods the City is purchasing.

PROPOSAL

PROPOSER warrants through its proposal that items offered conform in every way to the specifications.

Proposal of _____, (hereinafter called "**PROPOSER**"), organized and existing under the laws of the State of _____, doing business as _____,* to the CITY OF THE DALLES, OREGON, (hereinafter called "**CITY**").

In compliance with City's advertisement for proposals, **PROPOSER** hereby proposes to provide the following water treatment chemical(s) at the unit prices specified, FOB to destination:

* Insert "a corporation", "a partnership", or "an individual", as applicable.

TREATMENT CHEMICALS TO BE SUPPLIED

Items 1 through 7 will be ordered by, and delivered to:
WICKS WATER TREATMENT PLANT
6780 Reservoir Road
The Dalles, OR 97058

Item 4 will be ordered by the
WATER DISTRIBUTION DIVISION
and delivered to:

Lone Pine Well
Intersection of I-84 and HWY 197
The Dalles, OR 97058

Marks Well
2254 Skyline Road (off Mt. Hood Street)
The Dalles, OR 97058

Jordan Well
903 West 13th (corner of W13th and Jordan Street)
The Dalles, OR 97058

Separate Purchase Orders may be set up for ordering by each of the two Divisions.

**1. Sodium silicofluoride
(Sodium fluorosilicate)**

Price per Hundred Weight (CWT)				
1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Annual

Product must meet or exceed the current AWWA Standard B702-11 for sodium fluorosilicate. Purity = 60% F ion. Granular. Purchased in 1,000-kg pallet lots, 25-kg bags; approx. 4,000 kilograms per year

2. Activated carbon, powdered

Product must meet or exceed the current AWWA Standard B600-16 for powdered activated carbon. Powdered (for cyanotoxin removal, and taste and odor control). Purchased in 2,500-lb lots, 50-lb bags; approx. once per year

Price per Hundred Weight (CWT)				
1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Annual

3. Aluminum chlorohydrate

Liquid only. $Al_2(OH)_xCl_{6-x}$ Aluminum chlorohydrate = 50% or bench tested proprietary blends. Minimal trace metals contamination will be tolerated. No recycled or reclaimed products will be allowed. Sample analytical results for US-EPA Primary Metals required. Only NSF-60, bench tested and plant pilot run tested products; currently limited to: M-1883 (NSP-5), CC-2000, Suma Clear 803-B or Suma Clear 1000. Quote per wet pound (and equivalent price per gallon). 2,000 to 4,000 gallon deliveries. Annual use approx. 12,000 gallons.

Note: Load limitations on the County access road may affect order quantity. Contact Larry McCollum for details.

Price per Wet Pound				
1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Annual
Equivalent price per gallon				

4. Sodium hypochlorite, 12.5%

- a. Product must meet or exceed the current AWWA Standard B300-10 for Sodium hypochlorite
- b. Not less than 12.5% available chlorine
- c. pH > 11
- d. 0.1 – 0.4 wt% excess caustic
- e. Ni^{2+} and Cu^{2+} < 0.05 mg/L
- f. Iron < 0.5 mg/L
- g. Specific gravity > 1.14
- h. ClO_3^- concentration < 1.5 g/L
- i. Filtered
- j. Delivery within 72 hours of manufacture
- k. Mini-bulk shipments of 100 – 300 gallons to Lone Pine and Marks Wells, and 300 - 1,200 gallons to Wicks WTP; estimated use of ~20,000 gallons per year. To be quoted per CWT of available chlorine and equivalent price per gallon.

Note: Load limitations on the County access road may affect order quantity. Contact Larry McCollum for details..

Price per CWT of Available Chlorine				
1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Annual
Equivalent price per gallon				

5. Sodium polyphosphate

Product must meet or exceed the current AWWA Standard B502-11 for sodium polyphosphate.

No Sodium Hexametaphosphate.

Liquid product to be 32 – 40% phosphate as received. Products with heavy metals as binders are not acceptable. Quoted product must have a minimum three years’ experience in Municipal Potable Water Treatment and be formulated from food grade phosphate materials (verification to be provided upon request). To be quoted “per CWT of phosphate (PO₄)” and the equivalent price per 55-gallon drum. Proposals must specify any drum deposits or charges which may apply. To be purchased in 55-gallon drums by 16 drum lots; approx. 4 lots per year.

Price per CWT of Phosphate (PO ₄)				
1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Annual
Equivalent price per 55 gallon drum				

6. Phosphoric Acid

Product must meet or exceed the current AWWA Standard B507-16 for phosphoric acid. Product to be 75%, food grade phosphoric acid. To be quoted per CWT of 75% phosphoric acid product and equivalent price per 55-gallon drum. Proposals must specify any drum deposits or charges which may apply. To be purchased in 55-gallon drums, 1-3 drums per year.

Price per CWT of 75% Phosphoric Acid				
1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Annual
Equivalent price per 55 gallon drum				

**7. Sodium hydroxide, 25%
(Caustic soda, 25%)**

Product must meet or exceed the current AWWA Standard B501-98 for 25% sodium hydroxide (NaOH-caustic soda). The liquid sodium hydroxide supplied shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide. To be purchased by IBC Tote of approximately 300 gallon volume/tote. One to two totes per year. Empty totes shall be returnable to the vendor. Bid should detail the refundable cost of the tote deposit.

Price per pound				
1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Annual
Equivalent price per gallon				

*****Please take special note of the following proposal requirements*****

1. **ALL CHEMICALS SUPPLIED AND QUOTED IN PROPOSALS ARE TO BE NSF-60 LISTED FOR DRINKING WATER TREATMENT OR THE UL EQUIVALENT**
 - b. **PDFs of, or links to, literature defining the products on which proposals are made must be submitted along with**
 - i. **product SDS information and**
 - ii. **evidence of NSF-60 listing or the UL equivalent.**
2. **ALL CHEMICALS SUPPLIED AND QUOTED IN PROPOSALS ARE TO BE F.O.B. DESTINATION**
3. **Typical lead-time from ordering to delivery should be stated in the proposal.**
4. **Delivery/fuel surcharges shall be stated.**
5. **No less than quarterly price protection must be provided in the prices quoted in the proposals and must be defined as such in each proposal.**

By submission of this Proposal each **PROPOSER** certifies, and in the case of a joint Proposal each party certifies as to his own organization, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other **PROPOSER** or with any competitor.

PROPOSER hereby agrees to commence supply of the chemicals under this Proposal as specified in the Requirements Contract.

PROPOSER in supplying this Proposal acknowledges the receipt of the Contract Document package.

_____ Resident Proposer

_____ Non-Resident Proposer

Proposal Term: _____

Dated: _____

Firm Name

Address

By: _____

City, State, Zip

Name

Telephone

Title

License Number (if applicable):

Date: _____

PROJECT: CONTRACT NO. 2024-007: ANNUAL WATER TREATMENT CHEMICAL PROPOSALS

PURCHASE AGREEMENT

Contractor	[Name]
Consideration	[\$CONTRACT PRICE]
Effective Date	July 1, 2024
Completion Date	June 30, 2025
Project/Goods	<i>Project No. 2024-007 – Annual Water Treatment Chemicals</i>

This PURCHASE AGREEMENT (**Agreement**) is entered by the City of The Dalles, an Oregon municipal corporation (**City**) and **[Contractor]**, for Contractor’s provision of **[goods]** to the City.

WHEREAS, the City requires the procurement of certain goods described in the solicitation for Project No. 2024-007, attached to and made part of this Agreement; and

WHEREAS, Contractor desires to provide such goods pursuant to the compensation and conditions set forth herein.

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

A. Contractor’s Duties

1. Goods. Contractor agrees to sell to City the following goods (**Goods**) subject to the terms and conditions provided in Exhibit A and this Agreement:

2. Warranty. Contractor agrees and warrants the Goods are of the quality described in Exhibit A and fit for the purposes intended by the City. Contractor further agrees and warrants it will not make any alterations whatsoever to the Goods without the City’s prior written consent.
3. Incidental Services. Contractor agrees, at its expense, to furnish the Goods to the City consistent with the terms and conditions provided in Exhibit A, including all incidental transportation, labor, equipment, materials, expertise, tools, supplies, insurance, licenses, reference and background data and information, and equipment required or necessary to deliver the Goods to the City (together, **Work**).
4. Insurance and Indemnity.
 - a. With respect to any Work, Contractor agrees, at its expense, to carry and maintain in effect throughout the Contract Term, at least, statutory **Workers’ Compensation** coverage, **Comprehensive General Liability** insurance in the amount of \$1,000,000 (per occurrence) and \$2,000,000 (in aggregate), and **Commercial Automobile Liability** insurance (including coverage for all owned, hired, and non-owned vehicles) with a combined single limit per occurrence of \$2,000,000.



- b. Contractor agrees to provide the City with certificates of insurance naming the *City of The Dalles* as an additional insured prior to commencement of the Work performed under this Agreement and to further provide the City 30 days' notice before cancelling any insurance policy contemplated by this Agreement.
 - c. Contractor agrees it is solely responsible for maintaining proper and adequate Workers' Compensation coverage. If Contractor's insurance does not cover each and every subconsultant, certificates of insurance issued on policies covering each and every subconsultant shall be filed with the City prior to commencement of the Work, including any subcontract operations. Contractor shall provide the City with evidence it is either a *self-insured employer* or a *carrier-insured employer* for Workers' Compensation pursuant to ORS Chapter 656 prior to commencing any Work.
 - d. Contractor agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees against all liability, loss, and costs arising from actions, suits, claims, or demands for Contractor's (including Contractor's officers, agents, employees, and subcontractors) acts or omissions in the performance of this Agreement.
5. Payments.
- a. Contractor agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor (including subcontractors), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Contractor. The Parties agree payment of any claim in this manner shall not relieve Contractor or its surety from any obligations with respect to any unpaid claims.
 - b. Contractor agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.
 - c. Contractor agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Contractor's employees, or all sums which Contractor agrees to pay for such services, and all moneys and sums which Contractor collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.
 - d. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.
 - e. Contractor agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.



B. City's Duties

1. Compensation.

- a. The City agrees to compensate Contractor for the Goods in an amount not to exceed \$[contract price]. Contractor to provide the City with a completed Form W-9 within fourteen (14) days of this Agreement's execution and further expressly agrees the City's payment obligations under this Agreement are a condition precedent to Contractor's provision to the City of a completed Form W-9.
- b. The City agrees to make payment upon Contractor's delivery of the Goods (subject to the City's acceptance) and an invoice detailing completion (subject to the City's approval). Payment shall be made only for Goods actually delivered and accepted as of the invoice date.
- c. Contractor agrees the City's payment of an invoice releases the City from any further obligation to compensate Contractor for the Goods (including expenses) incurred as of the invoice date. The Parties agree payment shall not be considered acceptance or approval of the Goods or waiver of any defects therein.
- d. The City certifies sufficient funds are available and authorized for expenditure to finance the costs of this Agreement during the current fiscal year. The Parties agree appropriations for future fiscal years are subject to budget approval by the City Council.

2. Acceptance and Rejection. The City agrees to accept delivered Goods after it has had a reasonable opportunity to inspect them for conformity with the specifications described in Exhibit A. In all cases, the City agrees to timely inform Contractor whether the Goods are (a) conforming to the City's expectations and thus accepted, (b) nonconforming to the City's expectations but nevertheless accepted, or (c) nonconforming to the City's expectations and rejected. The Parties agree the City has the right to reject any Goods for nonconformity upon the City's reasonable determination the Goods do not conform to the specifications described in Exhibit A or are otherwise expired or damaged. If rejected, Contractor agrees to cure the nonconformity at Contractor's sole cost within 14 days of the City's notification of the non-conformity. The City reserves all rights afforded buyers under the provisions of applicable law, including the Uniform Commercial Code.

C. Special Conditions

1. Solicitation. Contractor agrees to each and every obligation or restriction imposed by the solicitation document for Project No. 2024-007 and this Agreement, all as if incorporated here; Contractor further specifically agrees such obligations or restrictions are supplemental to its duties under this Agreement. In the event of a conflict between any provision of the solicitation document for this Agreement and this Agreement, the Parties agree to attempt to reconcile the apparently conflicting provisions so as to harmonize them; if the Parties fail to reasonably harmonize such provisions, the terms of this Agreement control.



2. Drug Testing. Upon City's request, Contractor agrees to demonstrate to the City Manager it has an employee drug testing program in place before it commences performance of this Agreement.

D. General Conditions

1. Time. The Parties agree time is of the essence to this Agreement's performance: Contractor's prosecution of the Work shall begin without undue delay on or after the Effective Date and shall be completed before or on the Completion Date.
2. Termination. This Agreement's term expires naturally upon the Parties' full performance or on the Completion Date (whichever first) unless sooner modified pursuant to this Agreement. The Parties agree the City may terminate this Agreement with seven (7) days' notice and Contractor may terminate this Agreement with thirty (30) days' notice, both without penalty. The City agrees to compensate Contractor for all approved services rendered prorated to the date the City notices its intent to terminate.
3. Tax Currency. Contractor agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.
4. Full Integration/Modification. This Agreement and its attachments contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.
5. Independent Contractor. The Parties agree Contractor is an *independent contractor* as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Contractor expressly warrants its exclusive agency free from City direction and control over the means and manner of completing the Work.
6. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.
7. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
8. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the



Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.

9. Notices. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed:

To the City: Public Works Director
 City of The Dalles
 1215 West 1st Street
 The Dalles, OR 97058

To Contractor: [Title]
 [Contractor]
 [Address]
 [Address]

IN WITNESS WHEREOF, the Parties duly execute this **PURCHASE AGREEMENT** this _____ day of _____, 2024.

CITY OF THE DALLES

CONTRACTOR

Matthew B. Klebes, City Manager

[Name], [Title]

ATTEST:

Amie Ell, City Clerk

Approved as to form:

Jonathan M. Kara, City Attorney

