



Requestor: City of West Columbia
Contact: Curtis Martin
cmartin@westcolumbiasc.gov
Tel: (803) 429-9873

**City of West Columbia Annual Water Treatment Chemicals
Request for Proposals**

The City of West Columbia requests sealed bids for chemicals used at the Riverside and Lake Murray Water Treatment Facilities. The proposal period will begin on July 1, 2025 through June 30, 2025. All Chemicals must be suitable for use at public drinking water facilities and approved by the South Carolina Department of Environmental Services (SCDES).

Submittal Instructions

Submit sealed proposal statements in accordance with the conditions and instructions contained herein on or before 10:00 am, EST on May 17th, 2025. To be considered, proposals must be received by the City on or before the date and time specified in the Request for Proposals. Offeror must submit a completed response to this Request for Proposals using the format specified.

Return Sealed Proposals to the Following:

Express Mail

City of West Columbia
P.O. Box 4004
West Columbia, SC 29171
Attention: Curtis Martin

Electronic Delivery

Curtis Martin
cmartin@westcolumbiasc.gov

Submittal Requirements

Before **May 17th, 2025, at 10:00am**, submit one electronic (PDF) and one hard copy of the Proposal in a sealed package to:

City of West Columbia
Attn: Curtis Martin
200 N. 12th Street
West Columbia, SC 29169

The name of the submitter should appear on the outside of the submittal package with the RFP title and reference the project, “RFP for City of West Columbia Annual Water Treatment Chemicals”. Each submittal copy should be identical in content and meet the criteria listed below.

The proposal must include completed bid forms for the chemicals the proposer is interested in supplying. In submitting this bid, Bidder represents that:

1. All bids shall be considered firm for a period of 90 calendar days, commencing the day following the date of the bid opening and expiring at midnight of the last day unless otherwise stated in the body of the solicitation.
2. Bids were submitted on the bid proposal form(s) provided herein or exact copies thereof.
3. Bids submitted in response to this RFP will be analyzed and the contract awarded to the lowest responsive responsible bidder whose bid conforms to the solicitation and whose bid is considered the most advantageous to the West Columbia, price and other factors considered.
4. Each bid was submitted in a sealed envelope showing the bid title, date and time of opening on the front of the envelope.
5. All bids were be signed by an authorized official of the firm. Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional bid, or any irregularities of any kind.
6. Bids will not be considered if not accompanied by MSDS.
7. Bids were submitted in the unit of measurement requested. West Columbia reserves the right to accept or reject bids submitted in any other form, unit of measurement, or quantity.
8. Quantities listed on bid forms are estimates ONLY and West Columbia does not guarantee a minimum or maximum quantity to be purchased.
9. Unit prices include delivering the chemical(s) to the specified water treatment facility in their bid proposal. The invoice submitted for payment shall not reflect any other costs (fuel shortages, toll, etc.)

Questions and Clarifications

Submit any questions in writing to the individual below no later than 5:00 pm on Wednesday, May 7th, 2025.

Mr. Curtis Martin
Superintendent of Water Plants
(803) 429-9873
cmartin@westcolumbiasc.gov

Contact may not be made with other City Staff or City Council Members regarding this RFP.

General Conditions

1. Contract will be awarded for a period of one year to begin on or about July 1, 2025.
2. All changes and clarifications to the bid documents will be issued in writing in the form of an addendum.
3. Each bidder must provide a letter of commitment stating that sufficient material is available from the producer listed on the bid proposal sheet must be enclosed with the bid showing the committed volume of product to cover the annual quantity required.
4. West Columbia reserves the right to request additional information from bidders to aid in the evaluation process. This information may include, but is not limited to, financial statements, reference list of contracts of similar size, etc.
5. If bids are received after the exact date and time of the bid opening, those late bids will be rejected and returned to the Bidder unopened.
6. West Columbia reserves the right to award one or more contracts on the bid submitted whether by award of all items to one bidder or by award of separate items or groups of items to various bidders unless the bidder clearly specifies otherwise in the bid.
7. Acceptance by West Columbia of the bid, proposal, or quote and the issuance of a purchase order to the successful bidder within the time specified shall be deemed to result in a binding contract without further action required by either party. Items are to be furnished or described in the bid and in strict conformity with all instructions, conditions, and specifications, contained in the complete contract.
8. The City of West Columbia (City), by 30 day written notice, may terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so terminated, the bidder shall be compensated in accordance with any reasonable cost to the point of notification of termination but shall not be compensated for lost profits. Should this contract be for services and is terminated, the City shall be

liable only for payment for the actual services rendered to the effective date of termination.

9. The City of West Columbia by written notice of default to the successful bidder terminate the whole or any part of this contract in any one of the 2 following circumstances:
 - a. If the successful bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - b. If the successful bidder fails to perform any of the other provisions of this contract or fails to make progress so as to endanger performance of this contract, and if the successful bidder does not cure such failure within a period of 7 calendar days, the City of West Columbia may terminate this contract.

Other Relevant Information

The award of a contract shall be the sole discretion of the City. The award(s) shall be based on the evaluation of all information the City may request. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

From the time the proposal is first advertised to the time a contract is signed, all Offerors and contents of any proposal shall be kept confidential. It is the intention of the City to make every effort to be fair and equitable in its dealings with all candidates for selection. However, the City reserves the right to reject all Proposals.

Issuance of this Request for Proposals does not commit the City of West Columbia to award a contract, to pay any costs incurred in preparation of a Proposal or to procure related services or supplies.

Bid Exhibits

General Conditions

PLEASE READ CAREFULLY. THE FOLLOWING GENERAL CONDITIONS ARE A PART OF ALL BIDS SUBMITTED IN RESPONSE TO THIS RFP AND THE RESULTING CONTRACT (INCLUDING PURCHASE ORDERS).

1. LATE BIDS

- a. If bids are received after the exact date and time of the bid opening, those late bids will be rejected and returned to the Bidder unopened.

2. EXPIRATION OF BID

- a. All bids shall be considered firm for a period of 90 calendar days, commencing the day following the date of the bid opening and expiring at midnight of the last day unless otherwise stated in the body of the solicitation.

3. AWARD OF CONTRACT

- a. Bids submitted in response to this RFP will be analyzed and the contract awarded to the lowest responsive responsible bidder whose bid conforms to the solicitation and whose bid is considered the most advantageous to the West Columbia, price and other factors considered.
- b. West Columbia reserves the right to reject any item or items therein, to waive any informalities technical defects and minor irregularities in bids received, and to select the bid steamed most advantageous to them.
- c. West Columbia reserves the right to award one or more contracts on the bid submitted whether by award of all items to one bidder or by award of separate items or groups of items to various bidders unless the bidder clearly specifies otherwise in the bid.
- d. Acceptance by West Columbia of the bid, proposal, or quote and the issuance of a purchase order to the successful bidder within the time specified shall be deemed to result in a binding contract without further action required by either party. Items are to be furnished or described in the bid and in strict conformity with all instructions, conditions, and specifications, contained in the complete contract.

4. TERMINATION FOR CONVEINECE

- a. The City of West Columbia (City), by 30 day written notice, may terminate this contract in whole or in part when it is in the best interest of the City. If this contract is for supplies and is so terminated, the bidder shall be compensated in accordance with any reasonable cost to the point of notification of termination but shall not be compensated for lost profits. Should this contract be for services and is terminated, the City shall be liable only for payment for the actual services rendered to the effective date of termination.

5. TERMINATION FOR DEFAULT

- a. The City of West Columbia by written notice of default to the successful bidder terminate the whole or any part of this contract in any one of the 2 following circumstances:
 - i. If the successful bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - ii. If the successful bidder fails to perform any of the other provisions of this contract or fails to make progress so as to endanger performance of this contract, and if the successful bidder does not cure such failure within a period of 7 calendar days, the City of West Columbia may terminate this contract.
- b. Any bid protests relating to this RFP shall be submitted via e-mail to the Director of Water Treatment Five (5) calendar days after the bid opening.
- c. All goods will be ordered by means of a purchase order. The City of West Columbia will not be responsible for chemicals or services furnished without a purchase order. All payments made pursuant to this contract are not assignable and shall only be made payable to the successful bidder. Payment will be made in full at the agreed prices, after acceptance by the city of each delivery. The City's payment terms are Net 30 days from the date of the invoice. No pre-payment or partial upfront down payment will be made.

6. CONTRACT TERM

- a. The City of West Columbia is requesting a one-year purchase order contract with the successful bidder to begin July 1st, 2023, through June 30th, 2024.

7. FIRM PRICES AND PRICE ADJUSTMENT

- a. Prices on bid shall be firm prices not subject to escalation within the first 6 months of the contract. In the event of the specifications provide for price escalation(s) following the first 6 months of the contract, the maximum limit of such escalation shall be shown in the bid, or the bid shall not be considered. In the event of a decline in market price(s) below the prices bid at any time during the contract term, the City shall receive the benefit of such decline.
- b. Vendor may request a price increase, provided that the cost to the Vendor increase by more than 5% and that cost increase was not known or reasonably knowable to the Vendor at the time of the bid. If any price increase occurs, there will be a one time order protection provided at the last effective price. All price increases require a 30-day written notification to the Director of Water Treatment. Price increases are subject to negotiation and approval by the City of West Columbia. The City reserves the right NOT to accept the request.

8. INSURANCE REQUIREMENTS

- a. the successful bidder shall procure and maintain, at its own cost, during the entire turn of the contract resulting from this RFP (including Purchase Orders), insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of services resulting from this RFP, and the results of such work, by the successful bidder, its agents, representatives,

employees, or subcontractors (if applicable). insurance coverage will be at least as broad as the following:

- i. *Commercial General Liability*
 1. Insurance Services Office (“ISO”) form CG 00 001 covering Commercial General Liability on an “occurrence” basis, including products, and completed operations, property damage, bodily injury, and personal and advertising injury, with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.
 - ii. *Automobile Liability*
 1. ISO form CA 00 01 covering any auto (Code 1), or if the successful bidder has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000.00 per accident for bodily injury and property damage, unless waived by the City and approved in writing by the City 's risk and safety division.
 - iii. *Workers’ Compensation*
 1. Workers’ Compensation required by the State of California, with Statutory limits, and Employers Liability Insurance with limits of no less than \$1,000,000.00 per accident for bodily injury or disease.
 - iv. *Pollution Liability*
 1. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors and Omissions applicable to the work being performed, with the limit no less than \$1,000,000.00 per claim or occurrence and \$1,000,000.00 aggregate per policy period of one year.
 - v. If the successful bidder maintains broader coverage and/or higher limits than the minimums otherwise required by this RFP and the resulting contract (including Purchase Orders), the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the successful bidder.
- b. Each insurance policy required by this RFP and the resulting contract (including Purchase Orders) must be acceptable to the city attorney and shall meet the following requirements:
- i. *Acceptability of Insurers*
 1. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with the current A.M. Best’s rating of no less than a A-: FSC VII, or as approved by the City
 - ii. *Additional Insured Status*
 1. The Commercial General Liability, the Automobile Liability, and the Contractors Pollution Liability, and/or Asbestos Pollution policies must name the City (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured

under the policy on the separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

iii. Automobile Liability Endorsement

1. The Automobile Liability Endorsement show me endorse to include Transportation Pollution Liability insurance, covering materials to be transported by the successful bidder pursuant to the terms of this RFP and the contract resulting from this RFP (including Purchase Orders). this coverage may also be provided on the Contractors Pollution Liability policy.

iv. Primary Coverage

1. The successful bidders' insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officials, officers, agents, employees, and volunteers. any insurance or self-insurance maintained by the city, its officials, officers, agents, employees, or volunteers shall be in excess of the successful bidder's insurance and shall not contribute with it.

v. Notice of Cancellation

1. Each insurance policy shall provide that coverage shall not be cancelled, except with prior written notice to the City.

vi. Subcontractors

1. If applicable, the successful bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this RFP and the contract resulting from this RFP (including Purchase Orders), in the successful bidder shall ensure that the City (including its officials, officers, agents, employees, and volunteers) it's an additional insured on any insurance required from a subcontractor.

vii. Waiver of Subrogation

1. By submitting a bid in response to this RFP, the successful bidder hereby grants to the City a waiver of any right to subrogation that any insurer of the successful bidder may acquire against the City by virtue of the payment of any loss under such insurance. The successful bidder agrees to obtain any endorsement that may be necessary to affect the waiver a subrogation, but this subsection shall apply regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. Any Workers Compensation policy required by this RFP and the contract

resulting from this RFP (including Purchase Orders) shall be endorsed with a waiver of subrogation in favor of the city for all work performed by the successful bidder, its agents, representatives, employees and subcontractors.

viii. Self-Insurance

1. The successful bidder may, with the City's prior written consent, fulfill some or all of the insurance requirements contained in this RFP and the contract resulting from this RFP (including Purchase Orders) under a plan of self-insurance. The successful bidder shall only be permitted to utilize such self-insurance if, in the opinion of the City, the successful bidders (i) net worth and (ii) reserves for payment of claims of liability against the successful bidder are sufficient to adequately compensate for lack of other insurance coverage required by this RFP and the contract resulting from this RFP (including Purchase Orders). the successful bidder's utilization of self-insurance shall not in any way limit the liabilities assumed by the successful bidders pursuant to this RFP and the contract resulting from this RFP (including Purchase Orders).

ix. Self- Insured Retentions

1. Self-insured retentions must be declared to and approved by the City of West Columbia.

x. Verification of Coverage

1. At the time the successful bidder is awarded the contract resulting from this RFP (including Purchase Orders) and before the start of any services resulting from this RFP, the successful bidder shall provide the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting the insurance coverage required by this RFP and the contract resulting from this RFP [including Purchase Orders]), which shall meet all requirements under this RFP and the contract resulting from this RFP (including Purchase Orders). The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this RFP and the contract resulting from this RFP (including Purchase Orders) at any time.

xi. Special Risks or Circumstances

1. The City reserves the right, at any point during the term of the contract resulting from this RFP (including Purchase Orders), to modify the insurance requirements, including limits, based on the nature of the risk, prior experience, insure, coverage, or other special circumstances

xii. No Limitation of Obligations

1. the insurance requirements in this RFP and the contract resulting from this RFP (including Purchase Orders), including the types and limits of insurance coverage the successful bidder must maintain, and any approval of such insurance by the city, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the successful bidder pursuant to this RFP and the contract resulting from this RFP (including Purchase Orders), including but not limited to any provisions in this RFP and the contract resulting from this RFP (including Purchase Orders), concerning indemnification.
2. Failure to comply with any of the insurance requirements in this RFP and the contract resulting from this RFP (including Purchase Orders), including but not limited to a lapse in any required insurance coverage during the term of the contract resulting from this RFP (including Purchase Orders), shall be a material breach of this RFP and the contract resulting from this RFP (including Purchase Orders). in the event that the successful bidder fails to comply with any such insurance requirements end this RFP and the contract resulting from this RFP (including Purchase Orders), in addition to any other remedies the city may have, the city may, at its sole option, (i) immediately terminate the contract resulting from this RFP (including Purchase Orders); (ii) order the successful bidder to stop work under the contract resulting from this RFP (including Purchase Orders) and/or withhold any payment that becomes due to the successful bidder until the successful bidder demonstrates compliance with the insurance requirements in this RFP and the contract resulting from this RFP (including Purchase Orders).

9. BUSINESS LICENSE

- a. The successful bidders shall be required to obtain a City business license prior to the award of this contract.

10. LATE SHIPMENT

- a. The successful bidder is responsible to notify the City of any late or delayed shipments and/or deliveries. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

11. LOST AND DAMAGED SHIPMENT

- a. Risk of loss or damaged items prior to the time of their receipt and acceptance by the City is upon the successful bidder. The City has no obligation to accept damaged shipments in reserves the right to return goods at the successful bidder's expense even if the damage was not apparent or discovered until receipt of the items.

12. COMPLIANCE WITH LAWS, PERMITS, AND LICENSES

- a. The successful bidder shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of the contract resulting from this RFP (including Purchase Orders). The successful bidder shall obtain any and all permits, licenses, and other authorizations necessary to perform the services resulting from this RFP. Neither the City, nor any elected or appointed boards, officers, officials, employees, or agents of the City, shall be liable, at law or in equity, as a result of any failure of the successful bidder to comply with this section.