



**SOUTHEAST MISSOURI**  
STATE UNIVERSITY · 1873®

**REQUEST FOR PROPOSAL 6003**

**TITLE: WATER TREATMENT SUPPLIES & SERVICE**

**DATE: NOVEMBER 20, 2023**

**BUYER: TANYA STEVENS**

**EMAIL: tstevens@semo.edu**

**PHONE: (573) 651-2588**

**PROPOSAL MUST BE RECEIVED NO LATER THAN:**

**DATE: DECEMBER 11, 2023**

**TIME: 3:30 P.M.**

**DELIVERY INSTRUCTIONS**

**For USPS/FedEx/UPS, etc.  
Proposals must be mailed to:  
Purchasing Department**

**Southeast Missouri State University  
One University Plaza, Mail Stop 3280  
Cape Girardeau, MO 63701**

**OR delivered by offeror to:**

**Purchasing Department  
Academic Hall Room 200F  
Normal Avenue  
Cape Girardeau, MO 63701**

The notice of award is made subject to availability and appropriation of funds, as specified in the Request for Proposal, and the selection of the offeror is made in accordance with all applicable public procurement laws.

**MUST BE SIGNED TO BE VALID**

The offeror hereby agrees to furnish items and/or services, at the firm, fixed prices quoted, pursuant to all requirements and specifications contained herein, upon either the receipt of an authorized purchase order from the Purchasing Department or when this document is countersigned by the Purchasing Department as a binding contract, and further agrees that the language of this document shall govern in the event of a conflict with his or her proposal. Additionally, the authorized signer of this document certifies the contractor (named below) and each of its principles are not suspended or debarred by the federal government.

AUTHORIZED SIGNATURE		PRINTED NAME/TITLE	
COMPANY NAME			CURRENT DATE
MAILING ADDRESS			TELEPHONE NUMBER/EXT.
CITY	STATE	ZIP CODE	
CONTACT PERSON		CONTACT PERSON EMAIL ADDRESS	
DELIVERY DATE: _____ DAYS ARO, FOB DESTINATION		PROMPT PAYMENT TERMS: _____% _____ DAYS NET _____ DAYS	
NOTICE OF AWARD (SOUTHEAST MISSOURI STATE UNIVERSITY USE ONLY)			
AUTHORIZED SIGNATURE FOR SOUTHEAST MISSOURI STATE UNIVERSITY			DATE

**SOUTHEAST MISSOURI STATE UNIVERSITY  
WATER TREATMENT SUPPLIES AND SERVICES  
REQUEST FOR PROPOSAL 6003**

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Terms and Conditions (dated 08/27/19)

**SOUTHEAST MISSOURI STATE UNIVERSITY  
WATER TREATMENT SUPPLIES AND SERVICES  
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**INTRODUCTION AND GENERAL INFORMATION**

1. Southeast Missouri State University (hereinafter “University” or “Southeast”) is seeking to obtain competitive proposals from qualified vendors to provide water treatment supplies and services as listed below.
  - 1.1 Provide all necessary chemicals in support of the chemical treatment of all boilers, condensate system, chilled water system, heating water systems, and cooling towers currently in operation at the University.
  - 1.2 Provide for all necessary training and testing.
  - 1.3 Provide technical services as necessary.
  - 1.4 Provide annual re-evaluation of chemical products versus city water.
  
2. The University will be accepting proposals for a non-acid cooling tower program for the entire campus, including the Boiler Plant, with Legionella Best Practices CTI (Cooling Technology Institute) intermittent treatment. The program shall also include a boiler and condensate treatment program. The halogen stability of the chemical program must be as stated in writing. The University is interested in partnering with an organization that has the resources and products that will allow the University to conduct an efficient water treatment program.
  
3. The University is providing the current chemicals and annual usage listed in the chart below. The University does not guarantee the same amounts each year.

<b>Chemical</b>	<b>Estimated annual usage/quantity</b>	<b>Unit of measure</b>
Sodium Hypochlorite, 10% bleach	2880	GAL
Bromine Tablets	500	POUND
Chlorine Tablets, 3”	750	POUND
BL122	100	GAL
BL1302	150	GAL
BL1353	200	GAL
BL1544	150	GAL
BL5898	55	GAL
C2188	75	GAL
C2189T	100	GAL
CL2156	600	GAL
CL2840	120	GAL
CL416	60	GAL
CL4898	550	GAL
CL5898	120	GAL

4. Although an attempt has been made to provide accurate and up-to-date information, the University does not warrant or represent the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

5. The University's anticipated time frame for this project is as follows (dates are tentative and subject to change):

Issue RFP: November 20, 2023

RFP Closing Date: December 11, 2023

Proposal Evaluation Through: December 22, 2023

Anticipated Contract Period Start Date: January 1, 2024

**SOUTHEAST MISSOURI STATE UNIVERSITY  
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**SCOPE OF WORK**

The contractor must provide all necessary chemicals, training, testing, consulting, and technical services in support of the water treatment program at Southeast Missouri State University, located in Cape Girardeau, Missouri, in accordance with the terms and conditions contained herein and the treatment programs as proposed by the contractor. Unless otherwise indicated as "University provided", the contractor must provide all supplies and services described herein.

1. The water treatment services shall include the main campus, River Campus, and Boiler Plant as specified below.
  - 1.1 Main Campus: air conditioning/refrigeration cooling tower treatment programs and closed loop water system treatment.
  - 1.2 River Campus: air conditioning/refrigeration cooling tower treatment programs, closed loop water system treatment, boiler feed water, boiler water piping and valves.
  - 1.3 Boiler Plant: cooling towers, condensate, boiler feed water, boiler water piping and valves.
2. The contractor must provide a non-acid cooling tower program for the entire campus with Legionella Best Practices CTI (Cooling Technology Institute) intermittent treatment. The program shall also include a boiler and condensate treatment program. The halogen stability of the chemical program must be stated in writing.
3. The intent of this water treatment program is to prevent the buildup of adherent mineral deposits on the heat transfer surfaces of the equipment being treated. If the equipment becomes scaled when the chemicals are being applied as recommended, the contractor shall furnish the chemicals and labor necessary to descale the equipment promptly at no cost. Periodic descaling with inhibited acids will not be considered as meeting this specification.
4. The allowable cycles of concentration, based on current water quality, must stay below 3.0 LSI for cooling towers. The University shall consider increases to the cycles of concentration provided the contractor shows ample justification. The University shall have sole discretion with regard to changing the cycles of concentration.
5. Immediately following contract award, or as soon as the equipment can be made available, the contractor's field representative shall participate in an internal inspection of each piece of equipment with a University representative. The contractor and the University shall identify each piece of equipment, the location and size of each piece of equipment, the inspection date, and any abnormal or noteworthy observation (e.g., pitting, scale, bulges, heat distortion, etc.) of the equipment. The contractor must maintain the list for future reference and must also provide a copy to the University.
6. Makeup water is supplied by/from the City of Cape Girardeau Municipal Water System. An analysis of the makeup water has been provided in **Exhibit B**. Exhibit B is not guaranteed for accuracy or completeness. Therefore, each potential offeror is encouraged to obtain water samples and conduct applicable analysis prior to submitting a response.
7. Corrosion control shall be provided as follows:
  - 7.1 Main Campus: cooling towers, chilled water and heating water systems, lines valves and/or air conditioning equipment and pipes.
  - 7.2 River Campus: air conditioning/refrigeration cooling tower treatment programs, closed loop water system treatment, boiler feed water, boiler water piping and valves.
  - 7.3 Boiler Plant: cooling towers, condensate, boiler feed water, boiler water piping and valves.

8. Corrosion coupon studies shall be run on a minimum 90 day interval basis for each of the following systems: Closed Heating/Chilled Water Systems, Cooling Water Systems (Cooling Towers), and Condensate System. Corrosion coupons shall be furnished, without cost to the University, when necessary for installation. When the contractor uses corrosion coupons, each coupon must be measured and verified by an approved ASTM certified, EPA certified laboratory. All corrosion coupon evaluations shall be conducted by the contractor's in-house laboratory.
9. The contractor shall conduct annual management reviews including, but not limited to, discussing cost of the products, past performance, and upcoming projects.
10. If a system becomes scaled or corroded during the term of the contract and it is determined by the University to be the fault of the material or technique used by the contractor, the contractor will be provided an opportunity to clean the system at its own expense. If such is not accomplished satisfactorily within 10 calendar days after notification from the University, the University shall have the right to have such systems cleaned at the expense of the contractor.
  - 10.1 University will do annual re-evaluations of the systems to monitor scale build-up and corrosion.
11. The contractor must complete a service report for each service visit. Such reports must be typed, and provide the current state of the chemically treated water and equipment. A copy of each report must be given to the Plant Manager, Lead person, and Water Treatment employee.
12. No less than semiannually, the contractor must provide a computer generated energy analysis on the equipment and cooling tower operating conditions. In addition, the contractor must provide a sample energy efficiency study.
13. When requested by the University, the contractor shall test cooling water and provide total bacteria counts on site in less than two hours.
14. All chemical delivery and storage equipment must be provided by the contractor and shall remain the property of the contractor. Each chemical delivery must be unloaded by the contractor's trained delivery specialist and moved from the shipping container to a permanent on-site storage tank at the point of application, or moved in drums to the point of application. The contractor shall not be responsible for the delivery or transfer of bleach. Each chemical must be stored at site of use. After the chemical is transferred from the shipping containers to the permanent storage container, the delivery specialist must immediately remove the shipping container from the University site. University personnel will not assist with the physical delivery of chemicals to the point of application. Each tank must have a sight glass that gives current volume in gallons. The contractor must provide secondary containment for each chemical unless already provided by the University. A current safety data sheet enclosed in a clear plastic protective cover must be attached to the front of each storage tank.
15. Chemical shipments shall be ordered from the contractor by the University's representative as required, with the exception of bleach and acid. The University will be responsible for purchasing acid and bleach for this program from any source deemed economical by the University.
16. The University shall conduct basic water testing once per shift and has test equipment for the basic water tests. The contractor shall acquaint himself/herself with this equipment. If the University's equipment is not adequate for testing the chemical treatment, the contractor shall furnish, at the contractor's cost, the necessary equipment. The contractor shall provide all test reagents for the duration of the contract. The contractor shall provide for any equipment repairs or replacement of the furnished equipment for the duration of the contract. These costs shall be included in the unit prices for the treatment chemicals.
17. The contractor shall warrant that the chemicals used in the water treatment program will not endanger the health or safety of persons coming into contact with the chemicals and will not damage personal or real property as long as instructions are being followed. Contractor shall also warrant that the chemicals used in the water treatment program will have no detrimental effects on the metallic or non-metallic materials in the equipment being treated, if applied according to the contractor's instructions.

18. The methods of injecting chemical treatment shall be compatible with the University's existing equipment or the contractor shall furnish necessary chemical injection equipment without additional cost to the University. This equipment shall become the property of the University. The University shall provide chemical injection equipment for any new installations added during this contract.
19. The contractor will provide proof of on-site monitoring capability for cooling chemical product level, biocide effectiveness, and deposition control effectiveness.
20. Due to the possibility of water restrictions, the University reserves the right to evaluate emergency measures to conserve water. The contractor is required to document the water reuse plan and proposed cycles of concentration based on the makeup water analysis in **Exhibit B**.
21. If necessary, the contractor shall perform related testing and consultation at the contractor's laboratory facilities at no additional cost to the University. The results of the laboratory tests shall be provided within a maximum of ten (10) working days from the date of the sample(s) taken.
22. As part of the chemical costs, the contractor shall provide and install compatible chemical pumps if the University's existing chemical pumps are not compatible with the chemicals furnished by the contractor. All equipment furnished due to incompatibility becomes the property of the University. The University shall provide chemical injection equipment for all new installations added during this contract. In addition, pump repair kits shall be provided by the University.
23. The contractor shall submit one set of Safety Data Sheets (SDSs) for each chemical as part of the proposal response and with each product shipment thereafter. The contractor should use OSHA's current form for such. However, any other form equivalent to OSHA's current form will be accepted if such contains a product bulletin with detailed information/hazards, handling instructions, and emergency and emission procedures.
24. All materials furnished by the contractor shall be new or like new (as determined by the University), of good quality, and guaranteed for one year.
25. The contractor must submit the following after contract award and before any equipment or materials are purchased. Approval by the University's representative is required before ordering equipment or materials.
  - 25.1 List of chemical analyses and procedures to be conducted by the University's operating personnel
  - 25.2 List of chemical analyses to be conducted by the contractor
  - 25.3 Product data for all chemicals to be used in the specified water treatment programs
  - 25.4 Safety Data Sheets (SDSs) on all chemicals to be used in the treatment program, including reagents and test chemicals (three copies each)
  - 25.5 Sample of service report
  - 25.6 Sample of control log sheets
  - 25.7 All systems shall be sampled and analyzed in the contractor's laboratory and a report of these analyses submitted (within 14 days of contract award)
  - 25.8 Inspection report on condition of systems (within 30 days after contract award)
  - 25.9 Product data and shop drawings for all new equipment or modifications to existing equipment or systems required to accommodate the water treatment program prior to approvals for any proposed changes
26. The contractor shall provide a 24 hour-per-day answering service or telephone point of contact for the purpose of receiving emergency calls and other messages. The contractor shall be on-site within 24 hours of receipt of a notice of an emergency. A typed service report shall be prepared on-site at the time of each service visit and must include all required test results and recommendations for immediate corrective action. This report must be given to University service personnel for their immediate action.

### **Site Visits**

27. The contractor must have a qualified service engineer on-site to assist with the initial application of the chemicals.

28. The service engineer shall provide a minimum of one, eight-hour service visit every other week for the life of the contract, to analyze water samples, inspect, upgrade and study all equipment from the mechanical and chemical aspects as it pertains to optimum equipment life, energy savings, and equipment protection through the water treatment program. Times are on-site and do not include travel time. All service visits shall be made regularly in accordance with a schedule to be agreed to by the service engineer and the University representative. Visits will be made during normal work hours (7:30 a.m. - 3:30 p.m.). Any deviation from this schedule by the local representative is permissible only with the approval of the University's representative not less than 24 hours in advance of the scheduled service call. In addition to the regularly scheduled site visits, the contractor shall conduct site visits as requested by the University during startup and layup and other times as deemed appropriate by the University.
29. During each visit, the service engineer shall personally inventory all chemicals on hand and shall submit a list of any recommended materials for purchase in order to provide sufficient lead time to prevent material outages or excessive stockpiling.
30. The service engineer shall perform monthly microbiological evaluation for biocide effectiveness.
31. Upon completion of each site visit, the service engineer shall provide the University representative a typed service report for each treatment program. The field treatment report must contain recommendations of any change to the treatment programs based on the contractor's sampling and analysis. The field service report shall be signed by the University representative. At the time of each visit, the service engineer must provide instructions to University personnel outlining any changes to the dosage of chemical fed into each of the various systems.
32. The service engineer will be required to make extra service visits during the first three months of the contract as agreed upon by the contractor and the University.
33. The cost of all services and tests provided by the service engineer, any personnel substituting for the service engineer and the contractor's laboratory or consulting chemist shall be included in the contractor's unit prices.
34. The contractor must have ready access to a laboratory equipped to provide the following tests:
  - 34.1 Routine Water Analyses
  - 34.2 Corrosion Test Strip Evaluations
  - 34.3 X-Ray Diffraction Analyses
  - 34.4 X-Ray Fluorescence Analyses
  - 34.5 Complete Differential Microbiological Examinations
  - 34.6 Metallographic Analyses
  - 34.7 Infra-Red Analyses
  - 34.8 Ultra-Violet Analyses
  - 34.9 Atomic Absorption Analyses
  - 34.10 Softener and Dealkalizer Resin Analyses (Annually)
35. As requested by the University, the contractor must make available the following field equipment:
  - 35.1 Orbisphere for O2 testing, Hach test equipment or equal, annually
  - 35.2 Video imaging scope with probe for interior inspection, annually
  - 35.3 SPC software which is adaptable to boiler and cooling applications

**Chemical Requirements:** At all times, the contractor shall provide appropriate stock of the chemicals identified on the Pricing Page Attachment.

36. The following chemicals shall not be employed unless specifically called for in the specifications:
  - 36.1 Potassium carbonate sodium carbonate
  - 36.2 All chlorophenate compounds
  - 36.3 All chrome or chromate compounds
  - 36.4 Hydrazine
  - 36.5 Ammonia or ammonium hydroxide



- 36.6 Boiler products that are not approved by FDA or not on the GRAS (Generally Recognized As Safe) list.
37. The contractor must ensure that the storage time for any chemical provided does not exceed the manufacturer's recommended shelf-life for the respective chemical.
38. The contractor must provide chemicals approved by FDA and EPA and which comply with applicable local emission regulations.
39. In the event chemicals provided for any of the treatment programs are modified, added, substituted, or discontinued, the contractor must notify the University and submit a Safety Data Sheet (SDS) to the University prior to the initial use and with each product shipment thereafter for each modified, added, or substituted chemical.
40. In the event of manufacturer discontinuation of a contract item (chemical), the contractor shall substitute an item with equal or better capabilities for equal or less cost than the discontinued item. The contractor shall not substitute any item without final approval of the University. The University shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.
41. Changes to the treatment program shall require the prior written approval of the University via contract amendment. In the event different chemicals/amounts are needed, the contractor shall provide such at no additional cost to the University.
42. Upon expiration, termination or cancellation of the contract, the contractor shall purchase back, at the sole discretion of the University, unused and unopened portions of all chemicals provided by the contractor at the purchase price plus applicable shipping charges from the University.
43. At the option of the University, the contractor shall accept all empty shipping containers/drums and dispose of such in compliance with all regulations and laws promulgated by the State of Missouri Department of Natural Resources and Department of Health, and other applicable state, local, or federal agencies at no additional cost to the University.
44. All chemicals and/or equipment not purchased by the University at the conclusion of the contract must be removed by the contractor no later than 60 days after contract expiration/termination. The contractor must detail how the University operators will handle chemicals and used containers.

#### **Cooling Tower System Treatment**

45. The contractor shall provide a single product cooling tower treatment program with scale inhibitor, corrosion inhibitor, and non-ionic biodispersant. The product shall contain an environmentally safe and non-hazardous tracer so accurate testing of product levels can be accomplished in a timely fashion, preferably less than five minutes, which does not react nor exhibits demand characteristics with the cooling system metals or other cooling water ions. A broad spectrum liquid non-oxidizing biocide must be provided. The biocide must not contain chlorophenolate or cyanide compounds. The non-oxidizing biocide shall be a broad spectrum biocide and effective at alkaline pH's.
46. The program provided shall be designed to maintain corrosion rates below 2 mils per year for mild steel and 0.1 mils per year for copper.
47. The contractor must provide a biocide program consisting of a non-oxidizing biocide. Biocides shall be fed to the cooling towers on a weekly basis to maintain heterophic bacteria levels between 1,000-100,000 microorganisms per milliliter. The microbiological program shall prevent loss of heat transfer due to biofouling. Dip slides shall be provided to determine biological counts.
48. All cooling tower biocides must have a federal EPA registration number, a Department of Transportation number, and be registered with the State of Missouri for use in cooling towers. Biocide EPA and Department of Transportation registration numbers must be provided to the University by the contractor.

49. The cooling tower treatment program shall consist of chemicals to prevent corrosion and scaling of the cooling tower, piping, pumps, and the condenser tube bundles. The cooling tower treatment program must provide a copper corrosion inhibitor.
50. The cooling tower treatment program shall contain chemicals to prevent the growth of algae and bacteria.

**Closed Loop Water Treatment Requirements:** The contractor shall provide water treatment services for the University's closed loop water treatment systems.

51. The closed loop treatment program must include chemicals to prevent corrosion and scaling of the closed system pipe, pumps, evaporator tube bundles, cooling coils, heating coils, and heat exchangers.
52. The treatment program must provide for the prevention of growth of bacteria or algae in the closed systems.
53. The program shall not allow a corrosion rate in excess of one mil per year for mild steel and 0.1 mils per year for copper.

**Boiler Water Treatment System:** Boiler water treatments should include treatments for all boiler plant boilers.

54. All boilers are high PSI 400 psig, 750 degrees F that supplies process steam throughout campus. All treatments are to be FDA approved and must meet all applicable regulatory compliance for each application.
55. Internal boiler water treatment preferred method will be:
  - 55.1 Catalyzed Sulfite based oxygen scavenger controlled with sulfite residuals of 20-40 ppm SO<sub>3</sub> in boiler blowdown.
  - 55.2 Polymeric Dispersant testable as filtered polymer using a colorimeter.
  - 55.3 Alkalinity testable as OH alkalinity at 250-350 ppm OH tested in boiler water.
  - 55.4 Neutralized amine for condensate corrosion protection with condensate pH controlled in the range of 8.2-8.8 pH units.
  - 55.5 Feedwater metal passivator.
56. The condensate corrosion treatment covers all steam applications and includes three major areas of campus. These vary from long distribution lines to local lines. The pH level will be maintained between pH 8.0 and 8.9 from each condensate source. The products used will provide all of the components needed to cover all areas of steam application and condensate return on the campus. Steam is currently being used for humidification and food preparation as well as heating and cooling.
57. Makeup water treatment shall consist of Oxygen Scavenger fed from existing day tank to the Central DA tank storage section.
58. The program shall not allow a corrosion rate in excess of 3.0 mil per year for mild steel and 0.3 mils per year for copper.

### **Training**

59. On an annual basis, the contractor must conduct four (4) on-site training seminars for University operating personnel. The contractor shall provide a minimum of four (4) hours training for ten (10) University operating personnel on the chemical testing, application and control of the treatment programs. The contractor must conduct the training in such a manner as to ensure that all operating personnel, regardless of work shift, receive training. Training must utilize a combination of lectures and "hands-on" activities. The contractor must provide a certificate to each operator who successfully completes the training program.
60. The contractor shall provide training on how to interpret the Safety Data Sheets (SDSs), how to administer the treatment programs, and how to sample and analyze the samples. The training

program shall also include proper safety precautions and procedures in handling, administering, storing, and disposing of the chemicals in accordance with OSHA and EPA standards and all other applicable requirements. A chemical compatibility chart for all proposed products is required.

61. The contractor's training shall include, but not necessarily be limited to, the following test procedures: Chemical analyses of "O" Alkalinity, "P" alkalinity, "M" Alkalinity, Calcium Hardness, Total Hardness, Sulfite, Conductivity, scale and corrosion inhibitor level, pH silica phosphates oxygen, iron, and all other tests required to satisfactorily monitor the treatment program.
62. The contractor shall train University operating personnel in the methods of calculating cycles of concentration, percentage bleed off, blowdown, make up, and parts per million of product usage. In addition, the contractor shall provide instruction regarding procedures for the prediction of potential problem areas and methods of avoiding problem situations.
63. The contractor must provide training on the treatment of new equipment that is placed in service (start-up) or existing equipment that is taken out of service (lay-up). Instruction shall also be provided on procedures for deactivating the equipment and protecting it while it is idle.

### **Final Report and Inventory**

64. Thirty (30) days prior to the annual expiration of the contract, the contractor must inspect and provide a complete report on the condition of all water system equipment, sample and analyze the water of each system, and provide an inventory list of the chemical stock. The report and inventory must be submitted to the University.
65. The contract will begin with the inventory level of chemical stock at zero (0). The University will use the inventory in stock before going to new inventory.
66. The University reserves the right to add and/or delete specific units from the contract at any time during the contract period.
67. The University reserves the right to approve alternate programs or treatment levels during the contract period, if conditions change (e.g. leaks, makeup water quality, equipment, etc.).

### **Miscellaneous Requirements**

68. The contractor must have a minimum of ten (10) years verifiable experience in the treatment of industrial boiler, cooling towers, and chilled water systems.
69. The service engineer must have a minimum of ten (10) years boiler and cooling tower water treatment field experience and a four (4) year college degree with a minimum of 14 credit hours in undergraduate chemistry from an accredited college or university or equivalent experience as approved by the University. The service engineer must have received training under the guidance and supervision of a chemist or engineer thoroughly familiar with water testing and treatment procedures and techniques. The service engineer named in the proposal must be the same person that will actually perform the on-site work. Any personnel substituting for the service engineer or alternative service engineer named in the proposal must meet the same requirements. The service engineer shall be capable of evaluating the performance of the refrigeration machinery with computer efficiency programs, and make appropriate recommendations to increase its efficiency.
70. The contractor agrees and understands that the University's agreement to the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the contractor's proposal. Therefore, the contractor agrees that no substitution of such specific individuals shall be made without the prior written notification to the University. The contractor further agrees that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the notification of a substitution shall not be construed as an acceptance by the University.
71. Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

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**GENERAL CONTRACTUAL REQUIREMENTS**

This portion of the RFP pertains to the offeror selected for final contract award (“contractor”).

1. The contract shall not bind, nor purport to bind, the University for any contractual commitment in excess of the original contract period, which shall be for twelve (12) consecutive months from the date of contract award (anticipated to be January 1, 2024). The University shall have the right, at its sole option, to extend the contract for four (4) one year periods, or any portion thereof. In the event that the University exercises such right, all terms, conditions, and specifications of the original contract, as amended, shall remain the same and apply during the extension period.
  - 1.1 If the first two extension options are exercised, the contractor shall agree that the price(s) stated on the Pricing Page shall not be increased in excess of the maximum percentage of increase for the applicable option.
  - 1.2 If the last two options are exercised, the contractor shall agree that the prices shall be negotiated with the University. However, the University reserves the right to rebid if a mutual agreement cannot be reached.
  - 1.3 The percentage of increase for the first two extension options shall be computed against and added to the price(s) stated on the Pricing Page for the original contract period. It is not a cumulative increase. If the Pricing Page does not include such percentages or if applicable spaces are not completed by the contractor, the price(s) during the first two extension periods shall be the same as during the original contract period.
  - 1.4 The University may not automatically exercise an extension option based upon the maximum percentage of increase and reserves the right to request justification from the contractor supporting the requested increase. The University reserves the right to request an extension of the contract at a price less than that price derived from the contractor's maximum percentage of increase.
  - 1.5 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the University reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the University and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.
2. All prices and percentages shall be as indicated on the Pricing Page and the Pricing Page Attachment of this document. The University shall not pay nor be liable for any other costs. The contractor shall not be allowed any additional compensation for any matter of which the contractor might have fully informed itself of prior to the closing date of the Request for Proposal.
  - 2.1. In the event the scope of work is revised by the University, all pricing must be provided by the contractor in advance and additional compensation shall be considered and negotiated at that time.
3. Payment for all goods and services required herein shall be made in arrears on a monthly basis. The contractor's invoice must specify the particular item, as per the Pricing Page, to which the billing applies. All goods must be delivered FOB destination.
  - 3.1 The University will pay for all chemicals, as received, on a monthly basis. Invoicing must be accomplished by the 10<sup>th</sup> of each month.
4. The contractor represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be employed by the University. The sole relationship between the University and the contractor is as established by this contract. The contractor acknowledges responsibility for filing all returns and paying all taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., associated with the performance of the contractual requirements herein, and agrees to indemnify, save, and hold the University, its officers, agents, and employees, harmless from and against, any and all losses, costs, attorney fees, and damage of any kind related to such matters.

Upon request, the contractor will provide to the University evidence of compliance with these requirements.

5. The contractor shall fully coordinate its activities in the performance of the contract with those of the University. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the University throughout the contract period.
6. In accordance with all applicable provisions of the Revised Statutes of the State of Missouri, no official or employee of the University or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract.
7. The contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the University may secure identical and/or similar services from other sources at any time in conjunction with or in replacement of the contractor's service.
8. The contractor shall agree and understand that all reports and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the University. No reports or material prepared, as required by the contract, shall be released to the public without the prior written consent of the University.
9. If approved by the Purchasing Department in writing, the contractor may subcontract for those services described herein provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the University and to ensure that the University is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between Southeast Missouri State University and the contractor. The contractor shall expressly understand and agree that it shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in the contract shall in no way relieve the contractor of the responsibility for providing the equipment or services as described and set forth herein.
10. If the services specified in the contract require the contractor to: (1) operate a vehicle over 26,000 pounds, (2) haul hazardous materials, (3) transport more than 15 passengers, or (4) engage in any other activity outlined in the Uniform Commercial Driver License Act, the vehicle's driver must meet the requirements of the Uniform Commercial Driver's License Act. The contractor must submit proof of such if requested by the University.
11. The contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the University, its Board of Regents, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. The insurance shall include an endorsement that adds the University as an additional insured. Written evidence of the insurance shall be provided by the contractor to the University upon request. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. In the event the insurance coverage is canceled, the University must be notified immediately.
12. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the University, including its Board of Regents, agencies, employees, and assigns.

13. Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to use such information only for the sole benefit of the University and to keep confidential such information, as well as all information developed in the conduct of the work contracted for including information disclosed by the University to contractor or any other person engaged in the contracted work. The contractor further agrees that all data, technical information, and reports developed by contractor or any person engaged in the contracted work are the property of the University and shall not be disclosed to others at any time or used for any other purpose other than for the sole benefit of the University, and that upon termination of the contract, or at any other time the University requests, the contractor or any other person involved in the contracted work will transmit to the University any written, printed, or other materials embodying such confidential information, including all copies and excerpts thereof, given to, prepared by or for the contractor, or any other person involved in the contracted work. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.
14. The University reserves the right to terminate the contract at any time, for the convenience of the University, without penalty or recourse, by giving written notice to the contractor no less than 60 calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall at the option of the University, become property of the University. The contractor shall be entitled to receive compensation for that work completed pursuant to the contract prior to the effective date of termination.
15. Any changes in the contract must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Purchasing Department of the University. Any amendment to the contract shall (1) specify an effective date, (2) specify any increases or decreases in the amount of the contractor's compensation, if applicable, (3) describe changes, if any, to the provisions of the contract, (4) be entitled as an "Amendment", and (5) signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
WATER TREATMENT SUPPLIES AND SERVICES  
REQUEST FOR PROPOSAL 6003**

**OFFEROR'S INFORMATION**

This portion of the RFP pertains to any interested party which wishes to be provided an opportunity to submit a proposal.

1. Southeast currently issues all solicitations via the University's website at <https://semo.edu/finance-admin/vendors.html>. In addition to the original solicitation document, amendments (if any) will be posted to the website. Please note that it is the offeror's sole responsibility to check the website to obtain any additional information posted for the RFP. The University will update the website upon award.
2. The offeror must sign, seal, and deliver the proposal by the RFP closing date and time as indicated on the RFP cover sheet. In addition to the original proposal, the offeror should include one (1) complete copies of the proposal for distribution to the appropriate committee personnel via a USB drive. The University only requests copies of any pages completed by the offeror and any additional pages added by the offeror. Copies of the original Request for Proposal package or any attachments thereto are not needed.
3. Proposal openings are public on the opening date and at the opening time specified on the RFP cover sheet. However, only the names of the respondents shall be read at the proposal opening. The contents of the responses, including prices, shall not be disclosed at the public opening.
  - 3.1 Once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any interested person or organization. Therefore, an offeror shall not request that any part of the proposal response be treated as confidential or proprietary information. In addition, the pricing/financial proposal will not be treated as trade secret or proprietary information, or otherwise be deemed confidential.
4. Any offeror with questions should contact Tanya Stevens, Buyer, via email at [tstevens@semo.edu](mailto:tstevens@semo.edu). All offerors and/or anyone else acting on their behalf must direct all of their questions or comments regarding the RFP, evaluation, etc., to the Purchasing Department. Offerors may not contact other University employees regarding any of these matters while the RFP and evaluation are in process.
  - 4.1 On-site inspections are strongly encouraged and can be requested by contacting Tanya Stevens via email at [tstevens@semo.edu](mailto:tstevens@semo.edu).
  - 4.2 It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. The offeror must submit such in writing no later than seven calendar days prior to the RFP opening date via email to [tstevens@semo.edu](mailto:tstevens@semo.edu).
5. **EVALUATION PROCESS:** The award of any contract resulting from the RFP shall be based on the best proposal(s) received in accordance with the following evaluation criteria. The evaluation criteria are further defined in subsequent paragraphs. Failure to provide adequate information for evaluation of the criteria listed may result in minimal subjective consideration and/or in rejection of the offeror's proposal package.
  - 5.1 Cost.....60%
  - 5.2 Proposed Method of Performance / Experience and Reliability / Expertise of Personnel.40%
6. **COST:** Cost shall be evaluated based upon the firm, fixed prices indicated by the offeror. Percentages quoted for extension options shall also be considered in the evaluation of cost.
  - 6.1 Evaluation of cost will include all mandatory requirements, including installation, training, maintenance costs, and delivery of chemicals to all points of use.

- 6.2 The offeror shall not be entitled to any other form of payment or reimbursement not specifically provided for by this document. The offeror must state all applicable costs necessary to satisfy the requirements of the RFP. Unless stated, the University shall assume absolutely no other costs exist to satisfy such requirements. As stated elsewhere in this document, the applicable cost for all test equipment repair and replacement must be included in the unit prices for each treatment chemical.
- 6.3 The proposal price shall be based on the evaporation water usage, equipment operational characteristics, and proposed treatment strategies. It is recognized that the actual cost of water treatment may differ due to actual use, operation, and condition of systems. Unit costs for products included in the proposal will be used to purchase chemicals and associated training, testing, and technical services. However, the University reserves the right to approve alternate programs or treatment levels in the future if conditions change (e.g., leaks, makeup water quality, equipment).
- 6.4 The characteristic data contained in **Exhibit A** regarding the system's equipment and capabilities is presented to give offerors a general idea of what is required in the proposal. Although an attempt has been made to provide accurate and up-to-date information, the University does not guarantee quantities or accuracy of the information. Offerors should submit proposals based upon their visual inspection of the system and upon the water samples obtained and subsequently tested.
7. **PROPOSED METHOD OF PERFORMANCE:** The offeror should present a written narrative which clearly and concisely states the method by which the offeror proposes to satisfy the requirements of the Scope of Work. At a minimum, the offeror should specifically address the items listed below.
- 7.1 The proposal should include a description of the method of treatment for the cooling towers, boiler water, and closed loop water, the chemicals or biocides to be used, and the quantity of these chemicals to be maintained. In addition, the proposal should include a sample data collection form to be used to monitor compliance.
- 7.2 The offeror should describe its proposed chemical delivery system. The description should include how the drums are to be handled and disposed of, an explanation if priming of the biocide pumps is necessary, and whether biocide storage tanks or drums will be provided.
- 7.3 The offeror should describe how it proposes to train University personnel in the following areas: instruction in the proper and safe use of chemicals including handling and storage; determining dosage and control limit changes; correct procedures for conducting tests; determining abnormal fluctuations in chemical levels; how to handle abnormalities.
- 7.4 Offeror should describe lab facilities, capabilities, and turn-around time for special analyses and/or emergency requests.
- 7.5 The offeror should provide proof of on-site monitoring capability for cooling, chemical product level, biocide effectiveness and deposition control effectiveness.
- 7.6 The offeror should describe all proposed chemicals, using generic names of chemical compositions. In addition, the offeror should provide generic activity level for all areas of treatment proposed.
- 7.7 The offeror should describe any energy savings resulting from the use of the proposed water treatment program. If savings are not anticipated, such should be stated.
- 7.8 The offeror should describe familiarity with the University's basic water testing equipment and whether such will be replaced as part of the proposed chemical treatment plan. In addition, the offeror should disclose all changes in test procedures including testing time, flammability and toxicity of reagents, level of accuracy and precision and maximum tolerable test error.
8. **EXPERIENCE AND RELIABILITY:** Experience and reliability of the offeror's organization will be considered in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to activities similar to the requirements of this RFP.



- 8.1 The contractor must have a minimum of ten (10) years verifiable experience. As part of the response, the offeror should submit proof of such.
- 8.2 The offeror should provide a list of at least ten (10) current customers who have acquired and installed the proposed equipment/service from the offeror. The list should include the following: company name, contact name/title with respective email address, city and state, telephone number, and description of equipment/services including size of treated water systems. The offeror may utilize **Attachment 1** to provide this information.
9. **EXPERTISE OF PERSONNEL:** The qualifications of the personnel proposed by the offeror to perform the requirements specified herein will be considered in the evaluation. Therefore, the offeror should submit detailed information related to the experience and qualifications of the staff proposed.
  - 9.1 For key personnel that will be assigned to the project detailed in this document, the offeror should provide a resume including references detailing educational qualifications and previous work assignments that relate to the RFP requirements.
  - 9.2 The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated.
  - 9.3 The offeror should submit a copy of all licenses and certifications which may be required for the proposed personnel.
10. The University reserves the right, before awarding the contract, to require the offeror to submit evidence of his/her qualifications, as it may deem necessary. The University may consider any evidence available related to the financial, technical, and other qualifications and abilities of the offeror, including past performance with other organizations.
11. **Attachment 2:** It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Therefore, the offeror is requested to complete and return Attachment 2 with the bid/proposal response. Completion of this Attachment does not affect contract award.
12. **Attachment 3: Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete applicable portions of Attachment 3, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Attachment 3 must be submitted prior to an award of a contract.
13. The attached Terms and Conditions Request for Proposal (revised 08/27/19) are hereby incorporated. Offeror's terms and conditions which conflict with this Request for Proposal and/or the attached Terms and Conditions could result in rejection of offeror's proposal.

**SOUTHEAST MISSOURI STATE UNIVERSITY  
WATER TREATMENT SUPPLIES AND SERVICES  
REQUEST FOR PROPOSAL 6003**

**PRICING PAGE**

The offeror must complete, sign, and return this Pricing Page in addition to a list of all chemicals, equipment, test kits, reagents, etc., as requested on the Pricing Page Attachment.

1. The offeror must provide a firm, fixed total price below. In addition, the offeror must complete the Pricing Page Attachment and list all chemicals.

\$\_\_\_\_\_ Total price for one (1) year of water treatment supplies and services.  
Total must equal amounts shown on the Pricing Page Attachment.

2. Pricing for Renewal Options: In the event the University exercises its option to renew the contract, the offeror must state the maximum percentage of increase to be applied to the above price for the applicable renewal period. Statements such as “consumer price index” or “cost of living increase” are not acceptable. The percentage of increase indicated below by your organization is computed against and added to the original bid prices. For example, if you anticipate a yearly increase of 1%, you will need to indicate 1% for renewal year one, 2% for renewal year two, etc. The offeror is strongly encouraged to review page 13, item 1.3, before completing this section. Failure to complete this section may result in rejection of the bidder’s proposal.

\_\_\_\_\_ % Maximum percentage of increase for 1<sup>st</sup> contract renewal period

\_\_\_\_\_ % Maximum percentage of increase for 2<sup>nd</sup> contract renewal period

By signature below, the offeror hereby affirms that the above prices and percentages are stated in accordance with all terms and conditions of Request for Proposal 6003. In addition, the offeror understands and certifies the following:

- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the University shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the University. The University may also withhold up to twenty-five percent of the total amount due to the contractor.
- The contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

In addition, the contractor shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature/Date



**SOUTHEAST MISSOURI STATE UNIVERSITY  
WATER TREATMENT SUPPLIES AND SERVICES  
REQUEST FOR PROPOSAL 6003**

**EQUIPMENT INFORMATION AND LOCATION  
EXHIBIT A**

1. Water Supply

- 1.1 All makeup water on the campus is supplied from the municipal water system. The following analysis was obtained from the City of Cape Girardeau water system management firm "Alliance Water Resources" dated March 13, 2023 (**Exhibit B**). The sources of drinking water include rivers, lakes, streams, ponds, reservoirs, springs and groundwater wells. Contaminants reports can be obtained at [www.dnr.mo.gov/ccr/MO4010136.pdf](http://www.dnr.mo.gov/ccr/MO4010136.pdf).
- 1.2 Bidders should conduct tests of our makeup water to ascertain any water analysis they require as part of the bidding process.

2. Operating Data

2.1	Cooling Towers/Condensers for Air Conditioning	
2.1.1	Yearly Gallons Makeup	<u>40,463,040</u>
2.1.2	Yearly Gallons Blowdown	<u>10,115,760</u>
2.1.3	Total Volume for all Cooling Towers and Condensers	<u>75,500</u>
2.1.4	Weeks per year of operation	<u>42</u>
2.1.5	LSI Upper Limit	<u>3.0</u>
2.2	Chilled Water Loops/Hot Loops	
2.2.1	Total Volume of all treated Loops	<u>175,441</u>
2.2.2	Total Makeup for all treated Loops	<u>only 4 areas metered</u>
2.3	Equipment Lay Up	
2.3.1	Condenser water systems total volume heated and below grade sumps.	
2.3.2	Kent #1--Heat Exchanger (Electric Centrifugal)	<u>3,000</u>
2.3.3	Kent #2--Heat Exchanger (EC new)	<u>3,000</u>
2.3.4	North Chiller Plant--Underground Sump	<u>26,000</u>
2.3.5	GS-2—Two York (Electric Centrifugal)	<u>3,500</u>
2.3.6	River Campus	<u>10,000</u>
2.3.7	Show-Me-Chiller Plant	<u>6,000</u>
2.3.8	Dobbins Hall	<u>3,400</u>
2.3.9	SAHEC	<u>2,000</u>

### 3. Closed System Data

3.1 There are three major chilled water closed loop systems on campus. All systems have pumps with mechanical seals. All systems have pressure relief valves. We have numerous building loops some of which connect with the chilled water loops. The following list gives our best quantitative analysis of the system and how the systems interconnect. The information provided is from January through December 2023.

Name	Total Volume gallons	Exp. Tank Volume gallons	Chemical added lb (2001)	Makeup water gal	Off Loop N/C/S	Chilled Heat Both
North Loop(N)	55,000	400	324	97,110		C
South Loop(S)	9,000	150	113	7420		C
Central Loop(C)	9,547	175	35	0	N	C
Show Me Ctr	2,000	40	33	0		H
Dempster Towers	4,000	75	5	0	N	H
Towers North	2,616	500	22	0		H
Towers West	1,000	50	14 moly	0	N	
Towers	1,000	50	6	0	N	
Towers	4,000	40	0	0		C
Magill	2,914	55	5	0	C	H
Rhodes	2,140	25	0	0		H
Johnson	1,620	23	11	0	N	B
Scully	1,678	50	0	0	C	B
Parker	3,811	55	0	0		B
Parker Pool	4,426	55	10	0	C	B
GS 1	1,967	20	8	0		H
Serena	2,140	55	7	0	C	B
Grauel	3,761	150	4	0		H
Academic	2,705	160	12	0	S	B
Memorial	2,820	50	11	21,780	S	H
Kent	1,909	160	5	0	C	H
Univ. Center	2,965	160	4	0	C	H
Myers	1,620	35	12	0	N	B
Dearmont	3,565	160	10	0		B
Cheney	650	80	0	0		B
Carnahan	750	55	0	0		B
Rosengarten	250	90	0	0		B
Crisp	1,000	50	25	0		H
Group Housing	5,000	450	28	0		H
Student Rec Ctr	1,000	75	5	0		H
Vandiver	3,500	55	0	0		H
Poly Tech	4,000	75	23	0		H
FMSC	1,500	50	5			H
Crime Lab	2,500	60	0	0		H
Alumni Ctr	2,750	60	0	0		H
Henderson	1,600	160	4	0		H
River Campus	8,000	320	14	0		
SAHEC	2,750	60	3	0		H
SAHEC	3,000	60	3	0		C
Merick	2,500	50		0		B
Dobbins	2,500	50		0		B
LaFerla	2,500	50		0		B

#### 4. Cooling Towers

Makeup water quantities shown are from our 2023 records. We have been operating at approximately five concentrations. Included with the makeup quantity will be the period of time through which the cooling tower operated.

##### 4.1 North Chilled Water Loop Cooling Towers

###### 4.1.1 North Chiller Plant

- Two BAC 3758 2GS packaged towers, stainless pans, galvanized steel structural members plastic fill.
- Two EVAP-CO AT 12-52HB 953547M packaged towers, stainless steel, plastic fill.
- These two sets of towers supply three condenser water pumps with common suction from 26,000 gal sump and common return to cooling tower header supplying all towers.
- Makeup was 7,753,100 gallons, blowdown was 1,582,100 gallons during 245 days of operation.
- Pump P-1, 2350 gpm, serves McQuay PEH 126, 800 ton centrifugal chiller producing 40 degree water.
- Pump P-12, 2400 gpm, serves the Trane CVHF910, 800 ton centrifugal chiller.
- Three Marley NCB2335M-99 Packaged Stainless Steel Cooling Towers with plastic fill and a system volume of 6000 gallons serve a York 1500 ton Single Stage absorption chiller ST-14F3-46-B. Makeup was 7,107,000 gallons, blowdown was 1,687,900 gallons during 245 days of operation.
- P-14 Condenser pump 4000 gpm serves the above York chiller.

##### 4.2 Central Chilled Water Loop Cooling Towers

###### 4.2.1 GS-2

- Two 470 ton York centrifugal chillers. Make-up was 2,446,400 gallons and blowdown was 609,900 gallons.
- Marley 03-9227-001-93, NC 400255, packaged tower, two cell, stainless steel, plastic fill, circulation rate 800 gpm. This tower has a common return with the new tower both of which serve the two chillers. This tower was moved from Kent Library.
- New Marley NC 8309E15M, NC 230697-A1, single cell tower with two B&G pumps 1510, P6, model BF 8 1/4 BF, 40 HP, 1800 rpm.
- Total system volume of both towers 4500 gallons.

##### 4.3 South Chilled Water Loop Cooling Tower

###### 4.3.1 Kent Library

###### 4.3.1.1 Kent #1

- Marley 3-714-73-A, packaged towers, galvanized, plastic fill. System volume 3500 gal, circulation rate 1150 gpm with a sump heater.
- The above condenser water system serves a York 800 ton centrifugal chiller YTK9D6F2-CWH producing 44 degree water.
- Condenser pump model V505, 10,000 BF RHR, 2400 GPM.
- Makeup 1,584,200 gallons, blowdown 372,300 gallons during 245 days of operation.

###### 4.3.1.2 Kent #2

- Marley two cell cooling tower, A-1 NC8305J25M, A-2 NC230253800. System volume 3500 gallon with a sump heater. The above condenser water system serves a second York 800 ton centrifugal chiller YTK9D6F2-CVJ. B&G pump 1510, model # BG10 3/8 BF, circulation rate 2400 gpm, 74 feet of head, serial #23L4373 L20, 60 hp, 1750 rpm.
- Makeup 3,727,300 gallons, blowdown 1,060,660 gallons during 245 days of operation.

NOTE: The total maximum cooling requirement is estimated to be approximately 900 tons.

- 4.4 River Campus
- Evapco stainless steel two cell cooling tower with plastic fill model # USS 212- 128 and serial # 5-275206. The system volume is 10,000 gallons. This serves two Trane 400 ton centrifugal chillers model CVHE500 serial L05L05199 and L05L05197. The condenser pump is a SULZAR serial # 402889A, 30HP, 1800 RPM, 75 Ft Head, 1200 GPM, 2 stage, 2 pass, size/type 12CC. TACO evaporator pump 75HP, 800GPM, 1775 RPM, EWT 56, 3 pass, LWT 44, 25 Ft Head
  - Makeup 2,651,400 gallons, blowdown 592,260 gallons during 245 days of operation.
- 4.5 All cooling towers have the following features.
- 4.5.1 Automatic blowdown triggered by continuous conductivity sensors. We have been maintaining LSI less than 3 with our present treatment program.
  - 4.5.2 Chemical feed is paced with the amount of makeup water, triggered by makeup water meters.
  - 4.5.3 GS-2 and River Campus have ORP control.
  - 4.5.4 River Campus has two humidification boilers that must be treated. There is one 10 HP and one 30 HP gas fired boilers.

NOTE: The quantity of makeup water noted above has been obtained from our 2023 operating season logs. The days of operation are as close as we can derive this information from our records for the 2023 operating season.

5. Boiler Plant Operating Data:
- 5.1 The Boiler Plant utilizes Cleaver Brooks Package Boilers. They are all tube fired boilers. Three 750hp boilers and 1 350hp model. They produce approximately 139,352,756 pounds of steam per year. The average make-up water per day is 4,808 total gallons.
  - 5.2 Boilers # 1 thru 4: These boilers in the plant produce steam at 95 psig, 330 degrees F, which supplies pressure reducing de-superheater stations.

# CAPE GIRARDEAU PWS

Public Water System ID Number: MO4010136

## 2022 Annual Water Quality Report (Consumer Confidence Report)

*This report is intended to provide you with important information about your drinking water and the efforts made to provide safe drinking water.*

### Attention!

Este informe contiene información muy importante. Tradúscalo o pregúntele a alguien que lo entienda bien.  
[Translated: This report contains very important information. Translate or ask someone who understands this very well.]

### What is the source of my water?

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and groundwater wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

### Our water comes from the following source(s):

Source Name	Type
WELL # 1, 2, 3, 6, 7, 8, 9, 10, 11, 14, 15, 16 & 17	GROUND WATER

### Source Water Assessment

The Department of Natural Resources conducted a source water assessment to determine the susceptibility of our water source to potential contaminants. This process involved the establishment of source water area delineations for each well or surface water intake and then a contaminant inventory was performed within those delineated areas to assess potential threats to each source. Assessment maps and summary information sheets are available on the internet at <https://drinkingwater.missouri.edu/>. The Missouri Source Water Protection and Assessment maps and information sheets provide a foundation upon which a more comprehensive source water protection plan can be developed.

### Why are there contaminants in my water?

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline (800-426-4791).

Contaminants that may be present in source water include:

- A. Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- B. Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, or farming.
- C. Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- D. Organic chemical contaminants, including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- E. Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the Department of Natural Resources prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Department of Health regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

### Is our water system meeting other rules that govern our operations?

The Missouri Department of Natural Resources regulates our water system and requires us to test our water on a regular basis to ensure its safety. Our system has been assigned the identification number MO4010136 for the purposes of tracking our test results. Last year, we tested for a variety of contaminants. The detectable results of these tests are on the following pages of this report. Any violations of state requirements or standards will be further explained later in this report.

### How might I become actively involved?

If you would like to observe the decision-making process that affect drinking water quality or if you have any further questions about your drinking water report, please call us at [573-339-6320](tel:573-339-6320) to inquire about scheduled meetings or contact persons.

### Do I need to take any special precautions?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

### Terms and Abbreviations

- Population:** 39941. This is the equivalent residential population served including non-bill paying customers.
- 90th percentile:** For Lead and Copper testing. 10% of test results are above this level and 90% are below this level.
- AL:** Action Level, or the concentration of a contaminant which, when exceeded, triggers treatment or other requirements which a water system must follow.
- HAAs:** Haloacetic Acids (mono-, di- and tri-chloroacetic acid, and mono- and di-bromoacetic acid) as a group.
- LRAA:** Locational Running Annual Average, or the locational average of sample analytical results for samples taken during the previous four calendar quarters.
- MCLG:** Maximum Contaminant Level Goal, or the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- MCL:** Maximum Contaminant Level, or the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- n/a:** not applicable.
- nd:** not detectable at testing limits.
- NTU:** Nephelometric Turbidity Unit, used to measure cloudiness in drinking water.
- ppb:** parts per billion or micrograms per liter.
- ppm:** parts per million or milligrams per liter.
- RAA:** Running Annual Average, or the average of sample analytical results for samples taken during the previous four calendar quarters.
- Range of Results:** Shows the lowest and highest levels found during a testing period, if only one sample was taken, then this number equals the Highest Test Result or Highest Value.
- SMCL:** Secondary Maximum Contaminant Level, or the secondary standards that are non-enforceable guidelines for contaminants and may cause cosmetic effects (such as skin or tooth discoloration) or aesthetic effects (such as taste, odor or color) in drinking water. EPA recommends these standards but does not require water systems to comply.
- TT:** Treatment Technique, or a required process intended to reduce the level of a contaminant in drinking water.
- TTHM:** Total Trihalomethanes (chloroform, bromodichloromethane, dibromochloromethane, and bromoform) as a group.





# CAPE GIRARDEAU PWS

Public Water System ID Number: MO4010136

## 2022 Annual Water Quality Report (Consumer Confidence Report)

### Contaminants Report

CAPE GIRARDEAU PWS will provide a printed hard copy of the CCR upon request. To request a copy of this report to be mailed, please call us at **573-339-6320**. The CCR can also be found on the internet at [www.dnr.mo.gov/ccr/MO4010136.pdf](http://www.dnr.mo.gov/ccr/MO4010136.pdf).

*The state has reduced monitoring requirements for certain contaminants to less often than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Records with a sample year more than one year old are still considered representative. No data older than 5 years need be included. If more than one sample is collected during the monitoring period, the Range of Sampled Results will show the lowest and highest tested results. The Highest Test Result, Highest LRAA, or Highest Value must be below the maximum contaminant level (MCL) or the contaminant has exceeded the level of health based standards and a violation is issued to the water system.*

### Regulated Contaminants

Regulated Contaminants	Collection Date	Highest Test Result	Range of Sampled Result(s) (low - high)	Unit	MCL	MCLG	Typical Source
ARSENIC	4/2/2020	1.01	0 - 1.01	ppb	10	0	Erosion of natural deposits
BARIUM	4/14/2020	0.202	0.16 - 0.202	ppm	2	2	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
FLUORIDE	4/2/2020	0.42	0.2 - 0.42	ppm	4	4	Natural deposits; Water additive which promotes strong teeth
NITRATE-NITRITE	2/7/2022	0.09	0.064 - 0.09	ppm	10	10	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits

Disinfection Byproducts	Sample Point	Monitoring Period	Highest LRAA	Range of Sampled Result(s) (low - high)	Unit	MCL	MCLG	Typical Source
(HAA5)	DBPDUAL-01	2022	14	14.4 - 14.4	ppb	60	0	Byproduct of drinking water disinfection
(HAA5)	DBPDUAL-02	2022	15	15 - 15	ppb	60	0	Byproduct of drinking water disinfection
TTHM	DBPDUAL-01	2022	62	62.2 - 62.2	ppb	80	0	Byproduct of drinking water disinfection
TTHM	DBPDUAL-02	2022	64	63.6 - 63.6	ppb	80	0	Byproduct of drinking water disinfection

Lead and Copper	Date	90th Percentile: 90% of your water utility levels were less than	Range of Sampled Results (low - high)	Unit	AL	Sites Over AL	Typical Source
COPPER	2019 - 2021	0.16	0.00761 - 0.669	ppm	1.3	0	Corrosion of household plumbing systems
LEAD	2019 - 2021	4.45	0 - 333	ppb	15	0	Corrosion of household plumbing systems

### Violations and Health Effects Information

During the 2022 calendar year, we had the below noted violation(s) of drinking water regulations.

Compliance Period	Analyte	Type
No Violations Occurred in the Calendar Year of 2022		

**Special Lead and Copper Notice:** If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. CAPE GIRARDEAU PWS is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline (800-426-4791) or at <http://water.epa.gov/drink/info/lead/index.cfm>.

All contaminant sample results from past and present compliance monitoring are available online at the Missouri DNR Drinking Water Watch website at [www.dnr.mo.gov/DWW/](http://www.dnr.mo.gov/DWW/). To see the Lead and Copper results, enter your water system's name in the box titled Water System Name, then select Find Water Systems at the bottom of the page. On the next screen, click on the Water System Number. At the top of the next page, under the Help column, click on Other Chemical Results by Analyte. Scroll down to Lead and click the blue Analyte Code (1030). A Sample Collection Date range may need to be entered. The Lead and Copper locations will be displayed under the heading Sample Comments. Scroll to find your location and click on the Sample No. for results. If you assisted the water system in taking a Lead and Copper sample but cannot find your location on the list, please contact CAPE GIRARDEAU PWS for your results.

### Optional Monitoring (not required by EPA) Optional Contaminants

Monitoring is not required for optional contaminants.

Secondary Contaminants	Collection Date	Your Water System Highest Sampled Result	Range of Sampled Result(s) (low - high)	Unit	SMCL
ALKALINITY, CaCO3 STABILITY	4/14/2020	228	83.4 - 228	MG/L	
BROMIDE	1/8/2019	0.337	0.267 - 0.337	MG/L	0.05
CALCIUM	4/14/2020	85.8	30.1 - 85.8	MG/L	
CHLORIDE	4/14/2020	32.7	29.6 - 32.7	MG/L	250
HARDNESS, CARBONATE	4/14/2020	274	120 - 274	MG/L	
IRON	4/14/2020	0.00635	0 - 0.00635	MG/L	0.3
MAGNESIUM	4/14/2020	14.6	10.8 - 14.6	MG/L	
MANGANESE	4/14/2020	0.00392	0 - 0.00392	MG/L	0.05
PH	4/2/2020	7.95	7.18 - 7.95	PH	8.5
POTASSIUM	4/14/2020	1.67	1.59 - 1.67	MG/L	
SODIUM	4/2/2020	22.6	21.5 - 22.6	MG/L	
SULFATE	4/2/2020	52.8	43.8 - 52.8	MG/L	250
TDS	4/14/2020	371	230 - 371	MG/L	500
ZINC	4/14/2020	0.0262	0.00679 - 0.0262	MG/L	5

**RFP 6003 – WATER TREATMENT SUPPLIES AND SERVICES  
ATTACHMENT 1  
OFFEROR'S EXPERIENCE**

The offeror should provide ten (10) references as requested on page 17, item 8.2.

Organization Name \_\_\_\_\_

Contact Person \_\_\_\_\_

E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Brief Description \_\_\_\_\_

\_\_\_\_\_

Organization Name \_\_\_\_\_

Contact Person \_\_\_\_\_

E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Brief Description \_\_\_\_\_

\_\_\_\_\_

Organization Name \_\_\_\_\_

Contact Person \_\_\_\_\_

E-mail Address \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Brief Description \_\_\_\_\_

\_\_\_\_\_

Organization Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Brief Description \_\_\_\_\_  
\_\_\_\_\_

Organization Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Brief Description \_\_\_\_\_  
\_\_\_\_\_

Organization Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Brief Description \_\_\_\_\_  
\_\_\_\_\_

Organization Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Brief Description \_\_\_\_\_  
\_\_\_\_\_

Organization Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Brief Description \_\_\_\_\_  
\_\_\_\_\_

Organization Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Brief Description \_\_\_\_\_  
\_\_\_\_\_

Organization Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Brief Description \_\_\_\_\_  
\_\_\_\_\_

## **ATTACHMENT 2 VENDOR INFORMATION**

It is the intent of Southeast Missouri State University to seek and solicit vendor participation from certified minority, women, Missouri service-disabled veteran owned businesses, and blind/sheltered workshops. Please complete the applicable sections of this form and return with your bid or proposal response. Completion of the following information does not affect purchase order/contract award.

### **SECTION I**

#### **BUSINESS TYPE**

- |   |   |
|---|---|
| <input type="checkbox"/> A. Small, Minority, Missouri         | <input type="checkbox"/> F. Large, Non-Minority, Missouri     |
| <input type="checkbox"/> B. Small, Non-Minority, Missouri     | <input type="checkbox"/> G. Large, Minority, Non-Missouri     |
| <input type="checkbox"/> C. Small, Minority, Non-Missouri     | <input type="checkbox"/> H. Large, Non-Minority, Non-Missouri |
| <input type="checkbox"/> D. Small, Non-Minority, Non-Missouri | <input type="checkbox"/> I. Female-Owned Business             |
| <input type="checkbox"/> E. Large, Minority Missouri          | <input type="checkbox"/> J. Unable to Classify                |

#### **DEFINITIONS:**

Small: An organization with less than 500 employees.

Large: An organization with greater than 500 employees.

Minority: An organization that has been (1) certified socially and economically disadvantaged by the Small Business Administration, (2) certified as a minority business enterprise by a state or federal agency, or (3) is an independent business concern that is 51% owned and controlled by a minority group member including:

- Black American
- Hispanic American with origins from Puerto Rico, Mexico, Cuba, South or Central America
- Native Indian, Eskimo, or Native Hawaiian
- Asian Pacific American with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent

Non-Minority: An organization that does not satisfy the criteria listed above for Minority.

Missouri: An organization whose state of incorporation is in Missouri, or if not incorporated whose principal place of business is in Missouri.

Non-Missouri: An organization whose state of incorporation is not in Missouri, or if not incorporated whose principal place of business is located outside Missouri.

*For example*: An organization having 50 employees, owned by a Black American, and whose general mailing address is Tampa, Florida would be classified as:

- Small, Minority, Non-Missouri

**SECTION II**

**SERVICE-DISABLED VETERAN STATUS**

Service-Disabled Veteran (SDV): Any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

Service-Disabled Veteran Business Enterprise (SDVE): a business concern

- not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans OR, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; AND
- the management and daily business operations of which are controlled by one or more service-disabled veterans.

If a bidder meets the standards of a qualified SDVE as defined in 34.074 RSMo and is either doing business as a Missouri firm, corporation, or individual; or maintains a Missouri office or place of business, please provide the following:

- a copy of an award letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty); AND
- a completed copy of this section

By signing below, I certify that I meet the standards of a SDVE as defined in section 34.074, RSMo, and that I am either doing business as a Missouri firm, corporation, or individual; or maintain Missouri offices or places of business at the location(s) listed below.

\_\_\_\_\_  
Service-Disabled Veteran's Name  
(Please Print)

\_\_\_\_\_  
Service-Disabled Veteran Business Name

\_\_\_\_\_  
Service-Disabled Veteran's Signature

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
MO Address of Service-Disabled Veteran Business

**SECTION III**

**BLIND OR SHELTERED WORKSHOP**

Indicate appropriate business classification (s):

\_\_\_\_\_ Organization \_\_\_\_\_ Sheltered  
for the Blind Workshop

**Organization Name:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

\_\_\_\_\_

**Organization Contact Name:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Certification Number:** \_\_\_\_\_  
(or attach a copy of certificate)

**Certification Expiration Date:** \_\_\_\_\_

\_\_\_\_\_  
Authorization Signature of Participating Organization  
(Organization of the Blind or Sheltered Workshop)

\_\_\_\_\_  
Date

**ATTACHMENT 3  
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,  
AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The bidder must certify their current business status by completing either Box A or Box B on this Attachment.**

**BOX A:** To be completed by a non-business entity as defined below.

**BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm).

**Business entity**, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent utilizes the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a contract for the services requested herein under \_\_\_\_\_ (IFB/RFP/RFQ number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide Southeast Missouri State University with all documentation required in Box B of this attachment.

\_\_\_\_\_  
Authorized Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date



ATTACHMENT 3 continued

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name  
(Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the bidder/offeror/contractor must perform/provide each of the following. The bidder/offeror/contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: [http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm); Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/offeror's name and the MOU signature page completed and signed, at minimum, by the bidder/offeror and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/offeror's name and company ID, then no additional pages of the MOU must be submitted.; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Attachment.

**ATTACHMENT 3 continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The bidder/offeror who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the University for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**SOUTHEAST MISSOURI STATE UNIVERSITY  
TERMS AND CONDITIONS  
REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Amendment** means a written, official modification to an RFP or to a contract.
- b. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications and which the offeror should complete and submit with the sealed bid prior to the specified opening date and time.
- c. **Proposal Closing Date and Time** and similar expressions mean the exact deadline required for the physical receipt of sealed bids in the Purchasing Department.
- d. **Offeror** means the person or organization that responds to an RFP by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- e. **Buyer** means the procurement staff member of the Purchasing Department. The **Contact Person** as referenced herein is usually the Buyer.
- f. **Contract** means a legal and binding agreement between two or more competent parties, in exchange for consideration, for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- h. **Request for Proposal (RFP)** means the solicitation document issued by the Purchasing Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Attachments, and Amendments thereto.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive and not evaluated nor considered for contract award.
- k. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed bid prior to the specified bid opening date and time.
- l. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri.
- m. **Shall** has the same meaning as the word must.
- n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- o. **University and/or Southeast** means Southeast Missouri State University.

**2. APPLICABLE LAWS, REGULATIONS, AND POLICIES**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the University.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cape Girardeau County, Missouri.
- e. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- f. The contractor shall comply with the University's Tobacco Usage in the Workplace Policy. The University is a smoke-free, tobacco-free campus. Therefore, smoking and using tobacco products (both indoors and outdoors) is prohibited on University property and in University vehicles.
- g. The contractor shall never have been terminated from a contract under section 432 of the HEA for a reason involving the acquisition, use, or expenditure of Federal, State, or local government funds, or have been administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds; or contract with or employ any individual, agency, or organization that has been, or whose officers or employees have been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of Federal, State, or local government funds; or Administratively or judicially determined to have committed fraud or any other material violation of law involving Federal, State, or local government funds.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Purchasing Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive bid process, etc., must be directed to the Purchasing Department. Such communication must be received no later than seven (7) calendar days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than seven (7) calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the University is that which is issued by the Purchasing Department in the form of the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. Southeast monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP and any Amendments are available for viewing and printing from the University's website. Registered offerors may be electronically notified of the bid opportunity based on the information maintained in the University's vendor database.
- f. The University reserves the right to officially amend or cancel an RFP after issuance. E-mail notification of the amendment or cancellation will not be issued.

#### **4. PREPARATION OF BIDS**

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements, and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- f. Prices shall include all packing, handling and shipping charges and must be FOB destination unless otherwise specified in the RFP.
- g. Proposals, including all pricing therein, shall remain valid for 90 days from proposal closing unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- h. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

#### **5. SUBMISSION OF BIDS**

- a. All bids must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered to the Purchasing Department and officially clocked in no later than the exact opening time and date specified in the RFP.
- b. Mailed bids should be clearly marked on the outermost envelope with (1) the official RFP number, and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the Purchasing Department may be modified by signed, written notice which has been received by the Purchasing Department prior to the official opening date and time specified. A bid may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, telegraphic, email, or faxed requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the Purchasing Department may only be withdrawn by a signed, written notice or facsimile which has been received by the Purchasing Department prior to the official opening date and time specified. A bid may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or e-mail requests to withdraw a bid shall not be honored.

- e. Offerors must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the bid unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.
- f. Faxed bids shall not be accepted unless otherwise indicated on the RFP cover sheet. However, faxed and e-mailed no-bid notifications shall be accepted.

## **6. BID OPENING**

- a. Bid openings are public on the opening date and at the opening time specified on the RFP document. Names, locations, and prices of respondents shall be read at the bid opening.
- b. Bids which are not received in the Purchasing Department prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Under extraordinary circumstances, the Purchasing Department may authorize the opening of a late bid. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: (1) University offices were closed due to inclement weather conditions or other unforeseen reasons, and (2) postal or courier services were delayed due to labor strikes or unforeseen "Acts of God".

## **7. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the Purchasing Department before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are (1) misplacement of a decimal point, and (2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a offeror shall be subject to evaluation if deemed to be in the best interest of the University.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the University. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the University.
- d. Award shall be made to the offeror whose bid (1) complies with all mandatory specifications and requirements of the RFP, (2) is the lowest or best bid, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP, and (3) complies with Sections 34.010 and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in the RFP, the University reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the University reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The University reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, the University may negotiate for the required supplies.
- g. When evaluating a bid, the University reserves the right to consider relevant information and fact, whether gained from a bid, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the Purchasing Department to the successful offeror. The Purchasing Department reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Purchasing Department based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the University.
- j. All offerors and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to Section 610.021 RSMo following the official opening of bids.
- k. The Purchasing Department reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- l. The final determination of contract award shall be made by the Purchasing Department.
- m. The Purchasing Department's website will be updated upon contract award for offerors to view for a reasonable period of time.
- n. Any bid award protest must be submitted in writing and must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (12). A protest submitted after the ten (10) business day period shall not be considered.

## **8. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of (1) the RFP and any amendments thereto, (2) the contractor's response (bid) to the RFP, (3) clarification of the bid, if any, and (4) University's acceptance of the response (bid) by "notice of award" or by "purchase order." All Attachments included in the RFP shall be incorporated into the contract by reference.

- c. A notice of award issued by the University does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the University, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the University.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Purchasing Department or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

## **9. INVOICING AND PAYMENT**

- a. The University does not pay state or federal taxes unless otherwise required under law or regulation. The University's Missouri sales tax exemption number is 10124128.
- b. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the University.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The University assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the University's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the University shall be subject to late payment charges as provided in Section 34.055 RSMo.

## **10. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **11. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The University reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The University's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the University may have.

## **12. WARRANTY**

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for said equipment, supplies, and/or services.

## **13. CONFLICT OF INTEREST**

- a. Officials and employees of the University, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### **14. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the University of any existing or future right and/or remedy available by law in the event of any claim by the University of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the University of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the University.

#### **15. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the contractor, the University may cancel the contract. At its sole discretion, the University may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the University, within 10 working days from notification, a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the University will issue a notice of cancellation terminating the contract immediately.
- c. If the University cancels the contract for breach, the University reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the University deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the University for any period in which funds have not been appropriated, and the University shall not be liable for any costs associated with termination caused by lack of appropriations.

#### **16. COMMUNICATIONS AND NOTICES**

Any notice to the offeror/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, posted to the University's website, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the offeror/contractor.

#### **17. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the Purchasing Department immediately.
- b. Upon learning of any such actions, the Purchasing Department reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **18. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the University, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

#### **19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, ethnicity, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or protected veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the University shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the University until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **20. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **21. EMERGENCIES**

In the event a catastrophic situation occurs at the University, the University may request the contractor's assistance with the emergency procurement or transportation of equipment, supplies, and/or services.

## **22. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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