

**REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
WATER TREATMENT SERVICES AND MAINTENANCE  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
ON BEHALF OF  
MU HEALTH CARE  
RFP # 21078  
DUE DATE: March 17, 2021  
TIME: 2:00 PM CDT**

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Prepared by:

Carla Gilzow

Strategic Sourcing Specialist

University of Missouri Procurement

2910 LeMone Industrial Blvd

Columbia, MO 65201

Date Issued: February 24, 2021

**RFP # 21078**

**WATER TREATMENT SERVICES AND MAINTENANCE  
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## NOTICE TO RESPONDENTS

The University of Missouri requests proposals for the Furnishing and Delivery of **Water Treatment Services, RFP #21078** which will be received by the undersigned at University of Missouri System Procurement, until March 17, 2021 at 2:00 p.m. CDT. **The University assumes no responsibility for any supplier's on-time receipt at the designated location for proposal opening.**

In the event a Respondent chooses to use the Word version of the RFP to aid in preparation of its response, the Respondent should only complete the response information. Any modification by the Respondent of the specifications provided will be ignored, and the original wording of the RFP shall be the prevailing document.

If you have any questions regarding the RFP, please send them to:

*Carla Gilzow  
University of Missouri Procurement  
2910 LeMone Industrial Blvd  
Columbia, Missouri 65201  
Crgnn7@umsystem.edu*

**All questions regarding the RFP must be received no later than March 10, 2021 12:00 PM.**

The University reserves the right to waive any informality in Request for Proposals and to reject any or all Request for Proposals.

THE CURATORS OF THE UNIVERSITY OF MISSOURI  
Prepared by:  
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**UNIVERSITY OF MISSOURI  
REQUEST FOR PROPOSAL (RFP)  
GENERAL TERMS AND CONDITIONS  
&  
INSTRUCTIONS TO RESPONDENTS**

**A. General Terms and Conditions**

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and proposal response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFP shall be construed according to the laws of the State of Missouri. Additionally, the supplier 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.
3. **Taxes:** The supplier shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services, and firms when the goods or services to be provided are equally or better suited for the intended purpose. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days' notice.

7. **Equal Opportunity and Non-Discrimination:** 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 any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
8. **Supplier Diversity Participation:** The University of Missouri System is committed to and supports supplier diversity as an essential part of the University's mission and core values. To qualify as a Diverse Supplier, the company must be at least 51% owned and controlled by someone in one of the recognized groups (see below). These firms can be a sole proprietorship, partnership, joint venture or corporation. Diverse suppliers should be certified from a recognized certifying agency.

The University of Missouri recognizes the following groups:

- MBE (Minority Owned Business Enterprise)
  - African American
  - Asian American (including Pacific Asian and Subcontinent Asian)
  - Hispanic American
  - Native American
- WBE (Women Owned Business Enterprise)
- DVBE (Service-Disabled Veteran Owned Business Enterprise)
- VBE (Veteran Owned Business Enterprise)
- LGBT (Lesbian, Gay, Bisexual, Transgender)
- DBE (Disadvantaged Business Enterprise)

Tier 2 Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all contracts for goods and services. Tier 2 spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers may be asked to submit Tier 2 information with Women and Diverse Owned Companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms on the contract: Direct and Indirect. Definitions and further explanation of these options is included in the Supplier Diversity Participation Form attached hereto.

Supplier Diversity Participation Form: If a respondent will be utilizing a diverse supplier as part of this contract, they must indicate their Supplier Diversity participation levels on the Supplier Diversity Participation Form included in this RFP (see Attachment A). The Respondent must describe what suppliers and/or how the Respondent will achieve the Supplier Diversity goals. Evaluation of proposals shall include the proposed level of Supplier Diversity participation. Proposals that do not meet the participation requirements for Supplier Diversity will not receive any of the points during proposal review.

Suppliers will be responsible for reporting Tier 2 diverse supplier participation on an agreed upon timing (e.g. quarterly, annually) when business is awarded.

The University may monitor the supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the supplier from participating in future contracts.

9. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
10. **Anti-Discrimination Against Israel Act:** If this Contract involves the acquisition or disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if Supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
11. **Applicable Digital Accessibility Laws and Regulations:** The University affords equal opportunity to individuals with disabilities in its employment, services, programs and activities in accordance with federal and state laws, including Section 508 of the Rehabilitation Act, 36 C.F.R., Pt. 1194. This includes effective communication and access to electronic and information communication technology resources, and the University expects that all products will, to the greatest extent possible, provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. The University of Missouri has adopted the Web Content Accessibility Guidelines (WCAG), as specified by the University of Missouri Digital Accessibility Policy.

Supplier shall: (1) deliver all applicable services and products in reasonable compliance with University standards (Web Content Accessibility Guidelines 2.0, Level AA or above); (2) provide the University with an Accessibility Conformance Report detailing the product's current accessibility according to WCAG standards using the latest version of the Voluntary Product Accessibility Template (VPAT); (3) if accessibility issues exist, provide a "roadmap" plan for remedying those deficiencies on a reasonable timeline to be approved by the University; (4) promptly respond to assist the University with resolving any accessibility complaints and requests for accommodation from users with disabilities resulting from supplier's failure to meet

WCAG guidelines at no cost to the University; and (5) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.

When installation, configuration, integration, updates, or maintenance are provided, the supplier must ensure these processes are completed in a way that does not reduce the original level of WCAG conformance. If at any point after procurement it is determined that accessibility improvements need to be made in order to comply with the WCAG standards, the supplier agrees to work with the University to remedy the non-compliance by submitting a roadmap detailing a plan for improvement on a reasonable timeline. Resolution of reported accessibility issue(s) that may arise should be addressed as high priority, and failure to make satisfactory progress towards compliance with WCAG, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of the agreement.

- 12. Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Supplier agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Supplier with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and The Centers for Medicare & Medicaid Services (CMS).

Respondents understand and agree that the Curators of the University of Missouri, in the operation of MU Health Care, is regulated under federal or state laws with regard to contracting with suppliers. The Respondent represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Respondent agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any respondents who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

**13. Compliance with CDC Guidelines: (If Applicable)**

Due to the changing nature of the COVID-19 pandemic, successful Supplier will monitor and comply with CDC and other federal, state, and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.

**NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE:**

In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.

14. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

15. **Contractor Gifts:** The contractor shall refrain in offering any offers of gifts to the University, and all University of Missouri employee's, in accordance with University of Missouri Policy #26301, Suppliers.

**B. Instructions to Respondents**

1. **Request for Proposal (RFP) Document:** Respondents are expected to examine the complete RFP document and all attachments including drawings, specifications, and instructions. Failure to do so is at Respondents' risk. It is the Respondents' responsibility to ask questions, request changes or clarifications, or otherwise advise the University 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.

Any and all communications from Respondents regarding specifications, requirements, competitive Request for Proposal process, etc., should be directed to the University buyer of record referenced in this RFP. It is the responsibility of the person or organization communicating the request to ensure that it is received.

The RFP document and any attachments constitute the complete set of specifications and Request for Proposal response forms. No verbal or written information that is obtained other



than through this RFP or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document. In case of any doubt or difference of opinion as to the true intent of the RFP, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Request for Proposals:** All Request for Proposals must be submitted in the format and number of copies as specified in the detailed specifications and must plainly marked: **Request for Proposal #21078 for Water Treatment Services and Maintenance, Attn Carla Gilzow, emailed to [crgnn7@umsystem.edu](mailto:crgnn7@umsystem.edu).**

To receive consideration, Request for Proposals must be received, prior to the Proposal due date and time stated in this RFP. It is the respondent's full responsibility for the actual delivery of Proposals

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All Requests for Proposals must meet or exceed the stated specifications or requirements. All equipment and supplies offered 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. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFP is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications, it is for the purpose of item identification and to establish standards of quality, style, and features. Proposals on equivalent items of the same quality are invited. However, to receive consideration, such equivalent proposals must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the Request for Proposal form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original proposal price.

Time will be of the essence for any orders placed as a result of this RFP. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the respondents Proposal and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all proposals shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

3. **Submission of Proposals:** Respondent shall furnish information required by the solicitation in the form requested. The University reserves the right to reject proposals with incomplete information or which are presented on a different form. All proposals shall be signed, in the appropriate location, by a duly authorized representative of the Respondent's organization. Signature on the proposal certifies that the Respondent has read and fully understands all RFP specifications, plans, and terms and conditions.

By submitting a proposal, the Respondent agrees to provide the specified equipment, supplies and/or services in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the Respondent certifies that: (1) the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; (2) the Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal; (3) the Respondent has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the Respondent has not sought by collusion or otherwise to obtain any advantage over any other Respondent or over the University.

Modifications or erasures made before proposal submission must be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing prior to the exact date and time set for the RFP closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior proposal. The modification must be submitted marked "Proposal Modification" and clearly identifying the RFP title, RFP number and closing date and time. Proposals may not be modified after the RFP closing date and time. Telephone and facsimile modifications are not permitted.

Proposals may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for RFP closing. Proposals may be withdrawn in person before the RFP closing upon presentation of proper identification. Proposals may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of proposals.

All proposals, information, and materials received by the University in connection with an RFP response shall be deemed open records pursuant to 610.021 RSMo. If a Respondent believes any of the information contained in the Respondent's response is exempt from 610.021 RSMo, the Respondent's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the Respondent and request clarification of the intended proposal. The correction shall be

incorporated in the notice of award. The University reserves the right to request clarification of any portion of the Respondent's response in order to verify the intent. The Respondent is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible Respondent whose product or service meets the terms, conditions, and specifications of the RFP and whose proposal is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Respondent, the following shall be considered when applicable: the ability, capacity, and skill of the respondent to perform as required; whether the respondent can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the respondent; the quality of past performance by the Respondent; the previous and existing compliance by the Respondent with related laws and regulations; the sufficiency of the Respondent's financial resources; the availability, quality and adaptability of the Respondents equipment, supplies and/or services to the required use; the ability of the respondent to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer of Record.

In case of any doubt or difference of opinion as to the items and/or services to be furnished hereunder, the decision of the Assistant Vice President Management Services, UM System shall be final and binding upon all parties.

The University reserves the right to accept or reject any or all proposals and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful Respondent(s) shall enter into a contract prepared by the University. The Contract Documents shall include the Advertisement for Request for Proposals, Specifications and Addenda, Exhibits, Request for Proposal Form, Form of Contract, Statement of Work, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid thereunder shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** 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 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, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with 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.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment may not occur unless this information has been provided.

The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
11. **Debarment and Suspension Certification:** The Contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
12. **Cooperative Purchasing:** The intended coverage of this RFP, and any Agreement resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health Care.

The University of Missouri System seeks to make the terms and prices of this contract available to other higher education institutions and public entities in the State of Missouri. Extension of the terms and prices to any or all other Missouri higher education institutions and public entities is at the discretion of respondents and shall not be considered in the award of this contract. The contractor shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the contractor by such entities, nor will the University be responsible for contract administration for other institutions.

**UNIVERSITY OF MISSOURI**  
**DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS**

**1. OBJECTIVE**

The Curators of the University of Missouri, a public organization, propose to contract on behalf of MU Health Care (hereinafter referred to as "University") with an organization (hereinafter referred to as "Supplier"), to provide **Water Treatment Services and Maintenance** as described herein.

The University of Missouri System reserves the right to make multiple awards and/or to reject any and all respondents. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto. At the discretion of The University of Missouri System, this contract may be utilized for additional services with other affiliates on an as needed basis.

**2. SCOPE**

MU Health Care is seeking proposals from a qualified professional firm to provided water treatment services and maintenance including cleaning and de-scaling of boiler systems, cooling towers, bearing-cooling water loops, chilled water loops and hot water loops. In addition, the water treatment services and maintenance will include providing all chemical products and labor needed to achieve the scope of work. MUHC will notify the vendor of new locations, when needed. The awarded vendor shall utilize all of the currently installed chemical feed or control equipment that is currently in operation at MUHC. Any new equipment or operating parts shall be provided by the vendor at the request of MUHC.

Awarded vendor will

- reduce fuel and electrical consumption through improved heat transfer efficiency by minimizing scale, corrosion, fouling, and microbiological growth, which create deposits on heat transfer surfaces.
- minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale, corrosion, fouling, or microbiological activity.
- provide professional, knowledgeable personnel to ensure the success of the maintenance plan.
- accurately monitor the results of the maintenance plan and communicate appropriate recommendations to Engineering Services Leadership.
- deliver, ongoing and as needed, technical training in a variety of formats, to support the implementation and control of the maintenance plan, to share new technical advances or updates and per request of MUHC Engineering Services Leadership.
- complete at a minimum, a monthly service visit to each location, and provide a field service report outlining recommendations and results to MUHC Engineering Services Leadership upon each visit.
- provide scale and corrosion protection for condenser water systems, cooling towers, chillers and chilled water systems, steam boilers, deaerators, steam/condensate lines,

closed bearing cooling water loops, and heating hot water loops while maximizing efficiency and performance.

- complete a fiberscope annual equipment inspection of all major heat exchange equipment. Awarded vendor must provide, after each annual inspection, a written statement of the condition of equipment, photographs of equipment internals and, if requested by MUHC, a secondary inspection with additional pictures and video.
- provide installation and labor of any replacement parts or repairs to chemical treatment systems, which may include but not limited to; chemical feed pumps, conductivity controllers, blow down or control valves, shut off valves, fittings, tubing and valves etc.
- offer in-house, full-time laboratory services.

### **Documentation**

The awarded vendor shall provide an electronic written report to Engineering Services Leadership once per month. The report shall include but not limited to; essential data on supply and condenser water, chilled and hot water closed loop systems, other auxiliary equipment, chemical analysis including total hardness, calcium hardness, M-alkalinity, chlorides, TDS/ micromhos, pH, inhibitor chemical, oxidizer level (if applicable), conductivity ratio, chlorides ratio, hardness balance, all chemical levels, findings of each system tested, all proper and recommended parameters and all pertinent recommendations. Recommendations shall include corrective action needed, responsible party, any and all unusual or undesirable conditions, potential and/or system performance issues and possible consequences for non-action. If an emergency issue is identified the vendor shall verbally contact MUHC Engineering Services Leadership immediately and an electronic correspondence.

Awarded vendor will maintain an Administration Notebook which will contain at a minimum an outline of the chemical maintenance plan, all chemical control test procedures, Log Sheets, Product Bulletins, Safety Data Sheets, Feed and Control Equipment Specifications and Service Reports.

### **Chemicals**

The awarded vendor must provide the following chemicals to be used in water treatment services and maintenance. Chemicals are to be delivered to the customer at no additional cost or freight charge. The awarded vendor(s) must certify chemicals quality, expiration date, potency, and consistency. Chemicals provided should not be expired or expiring soon. The awarded vendor must utilize a blending company who possess a blending license. Information on chemicals must be made available to MUHC Engineering Services Leadership upon request. Chemicals are listed below;

- Cooling tower compound.
- Corrosion Inhibitor with dispersant: treatment for steel and yellow metal both in liquid and dry form.
- Close loop hot/cold water treatment

- Thermal Energy Storage (TES) chilled water treatment
- Boiler catalyzed sodium bisulfite at referenced active formulation
- Boiler phosphate or molybdenum with sludge conditioner
- Neutralizing amine for condensate systems
- Biocide, oxidizing both in liquid and tablet form
- Biocide, non-oxidizing both in liquid and dry form.

### **No-Scale Guarantee**

The awarded vendor shall provide a no-scale guarantee, if scaling occurs, awarded vendor agrees to supply chemicals, equipment and labor to rectify the issue at no additional cost to MUHC. This includes all condensers; evaporators; cooling towers; chillers; fill media; hot water generators and steam boilers. Hard water in-leakage to the boiler feedwater system, due to softener problems or domestic heat exchanger failure, will not be awarded vendor's responsibility to correct. However, the awarded vendor is required to inspect, discover, and report issues to MUHC Engineering Services Leadership immediately.

### **Test Kits**

The awarded vendor must provide the following test kits to be used in water treatment services and maintenance.

- Bacteria count
- Iron content
- Alkalinity
- Sulfite
- Phosphate/Molybdenum
- Hardness
- pH
- Conductivity
- Corrosion inhibitor or Phosphonate
- Nitrite
- Other kits required by proposed water treatment maintenance plan.

### **Equipment Inspections**

The awarded vendor shall inspect the boilers and chillers annually, at time of scheduled and unscheduled opening. Awarded vendor shall provide photographs of equipment internals. MUHC will notify vendor of scheduled opening.

### **Repairs and Replacement Parts**

The awarded vendor shall provide a written notification MUHC Engineering Services Leadership of the need for any repairs or replacement parts. MUHC will review the recommendation and



provide authorization, if deemed necessary. MUHC reserves the right to also provide materials and labor for any repairs.

### **Equipment Cleaning**

The awarded vendor shall be responsible for ensuring that all towers and evaporative condensers are maintained free from scale and debris that could alter the operation or otherwise be detrimental to the refrigeration system.

### **Cleaning and Maintenance of Cooling Towers**

The awarded vendor shall provide an annual cleaning and maintenance for the cleaning of all cooling towers as required. This includes the following:

- Mechanical and chemical cleaning of the distribution trough, tower fill, sumps, and fans, diffusers to remove accumulations of scale, sediments, and debris.
- Inspection and cleaning of strainers, sensors, and controls.
- Treatment (removal) of any visible slime or algae growth.
- General cleaning of area around tower.

Cleaning process, such as alkaline and acid cleaning preparations must be neutralized by the vendor before discharged to the sanitary sewer. Spills must be contained and cleaned up by the vendor in an appropriate manner consistent with EPA and OSHA directives. Before any chemical cleaners are used, the vendor must submit a written plan of action to the MUHC Engineering Services Leadership.

### **Bleed-Off Control**

The awarded vendor shall ensure that all bleed-off and blow down systems in all units are functioning properly and calibrated to maintain the appropriate cycles of concentration, to preserve chemicals and water. Adjustments of the bleed-off are the sole responsibility of the awarded vendor.

### **Idle Systems**

The awarded vendor shall recommend treatment dosages and methods for protecting idle systems to MUHC Engineering Services Leadership such as laying up of boilers during summer months and laying up of air conditioning systems during winter months where applicable. MUHC will provide notification of idle systems.

### **Corrosion Coupons**

The awarded vendor shall provide corrosion coupons and testing quarterly where applicable.

### **Acid Cleaning**

The awarded vendor will provide acid cleaning as needed or per request from MUHC Engineering Services Leadership for maintenance, scale build-up on tower and chillers.

### **Program Requirements**

The awarded vendor(s) agrees to provide a comprehensive water treatment services and maintenance for the following:

- Open Cooling Tower Systems:
  - Cycles of concentration
    - Women's & Children's Hospital
      - 404 Keene Street, Columbia MO 65212
    - Quarterdeck
      - 2401 LeMone Industrial Blvd, Columbia MO 65201
    - Falling Leaf
      - 3100 Falling Leaf Court, Columbia MO 65201
    - Wood Rail
      - 1000 W Nifong Blvd, Columbia MO 65203
  - Prevent or minimize scaling and deposition.
  - Corrosion maximum limits: 1.5 mpy mild steel, 0.1 mpy copper.
    - Corrosion to be controlled via coupon rack every 60-90 days
  - Prevent legionella and control bacteria count below 10,000 CFU/ml.
  - Perform ATP analysis quarterly and keep below 250 rlu.
- Closed Loop, hot and cold, water systems:
  - Control corrosion
    - Corrosion to be controlled via coupon rack every 60-90 days.
  - Prevent deposits in piping and valves.
- Steam Systems:
  - Control corrosion in boiler and condensate systems.
  - Prevent scaling and deposits.

### **Technical Specifications**

Cooling Tower corrosion/scale inhibitor per location. Any use of fluorescent tracer in any of these products should be able to be used with all commercially available cooling water controllers.

- **Women's & Children's Hospital**  
Corrosion and scale inhibitors including: sodium hydroxide, phosphonic acid derivative, acrylic copolymer, azole and HEDP.  
Tower biocides:
  - Oxidizing: (stabilized liquid bromine with available bromine of 16% Bromine and 7% chlorine and

- Non-oxidizing: (Isothiazolin)  
 Closed loop chilled and hot water: sodium nitrite, borate pH buffers, antiscalant/dispersant,azole where necessary.  
 Steam boiler chemicals: 20-30% active sodium/potassium bisulfite catalyzed with a neutral pH, alkaline blend of phosphate or molybdenum-based scale inhibitor, polyacrylate based sludge conditioner, DEAE neutralizing amines for condensate system.
  
- **Quarterdeck Building**  
 Corrosion and scale inhibitors including: Concentrated blend of phosphonates, polymers andazole in a controlled release tablet form. Including HEDP  
 Tower biocides:
  - Oxidizing: BCDMH organic halogen donor in tablet form which releases hyprobromous acid.
  - Non-oxidizing: 98% active DBNPA
 Closed loop chilled and hot water: sodium nitrite, borate pH buffers, antiscalant/dispersant,azole where necessary.
  
- **Falling Leaf Building**  
 Corrosion and scale inhibitors including: Concentrated blend of phosphonates, polymers andazole in a controlled release tablet form. Including HEDP  
 Tower biocides:
  - Oxidizing: BCDMH organic halogen donor in tablet form which releases hyprobromous acid.
  - Non-oxidizing: 98% active DBNPA
 Closed loop chilled and hot water: sodium nitrite, borate pH buffers, antiscalant/dispersant,azole where necessary.
  
- **Wood Rail Building**  
 Corrosion and scale inhibitors including: Concentrated blend of phosphonates, polymers andazole in a controlled release tablet form. Including HEDP  
 Tower biocides:
  - Oxidizing: BCDMH organic halogen donor in tablet form which releases hyprobromous acid.
  - Non-oxidizing: 98% active DBNPA
 Closed loop chilled and hot water: sodium nitrite, borate pH buffers, antiscalant/dispersant,azole where necessary.

### **Chemical Feed Pumps**

The awarded vendor(s) will provide a liquid blend of scale inhibitors, corrosion inhibitors, micro biocides, and dispersants suitable for introduction via chemical feed pump(s) into the various systems at **Women's & Children's Hospital**. All other locations which include **Quarterdeck Building, Falling Leaf Building and Wood Rail Building** require tablet based dry chemical via the existing feed systems.

Microbiological control chemicals may be fed on a slug or continuous basis as required to prevent biological fouling.

All chemicals and materials supplied by the awarded vendor shall be:

- Registered under the Toxic Substance Control Act where applicable.
- In compliance with all EPA registration information with EPA number approval.
- In compliance with all MSD sheet-requirements.
- Approved by the Federal Drug Administration or Department of Agriculture.
- Describe with generic or chemical terminology rather than proprietary terminology except where required.

### **3. BACKGROUND UNIVERSITY INFORMATION**

The University of Missouri has provided teaching, research and service to Missouri since 1839. It was the first publicly supported institution of higher education established in the Louisiana Purchase territory. Today, the University of Missouri is one of the nation's largest higher education institutions with more than 73,000 students, 24,000 faculty and staff on four campuses, an extension program with activities in every county of the state, comprehensive distance learning services and an extensive health care network.

**MU HEALTH CARE.** As part of the state's premier academic health system, University of Missouri Health Care offers a full spectrum of care, ranging from primary care to highly specialized, multidisciplinary treatment for patients with the most severe illnesses and injuries. Patients from each of Missouri's 114 counties are served by approximately 7,146 physicians, nurses and health care professionals at MU Health Care. MU Health Care is comprised of five hospitals: Ellis Fischel Cancer Center, the Missouri Orthopaedic Institute, the Missouri Psychiatric Center, University Hospital, and Women's and Children's Hospital, as well as 58 outpatient clinics. The inpatient hospitals have a combined 632 beds. Affiliates of MU Health Care include Capital Region Medical Center, Columbia Family Medical Group, Columbia Surgical Associates, Health Network of Missouri, MPact Health and Rusk Rehabilitation Center. MU Health Care also partners with Cerner Corporation, a Missouri based supplier of health information technology solutions, services, devices and hardware through the Tiger Institute for Health Innovation. The Tiger Institute serves as MUHC's IT function along with working alongside MUHC clinicians and staff to develop innovative improvements to Cerner technology products. The health system is consistently ranked as a top performer in information technology advances. MU Health Care's Ellis Fischel Cancer Center. MU Health Care is one of only two tier-one safety net health systems in Missouri (the other being Truman Medical Center in Kansas City).

#### 4. SITE TOUR

A tour to view the site has been scheduled for March 3, 2021 at 1:00 PM. Please meet at the University Hospital Main Lobby 1<sup>st</sup> Floor. If you desire to tour the site, please notify Carla Gilzow at crgnn7@umsystem.edu no later than March 2, 2021 at 12:00 PM.

The purpose of the tour is to allow potential respondents the opportunity to inspect the area. Each respondent is solely responsible for a prudent and complete personal inspection, examination and assessment of the work site condition, facilities and/or any other existing condition, factor or item that may affect or impact performance. The respondent shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including but not limited to the respondent's failure to observe existing conditions, etc.

#### 5. CONTRACT PERIOD

The contract period shall be from the date of award for one (1) year with the option to renew for three (3) three-year periods.

Each respondent is required to state their maximum percent increase for items awarded for the successive annual renewal periods, if applicable. The percent increase shall be a percentage change in the unit prices and shall not exceed that percent. The percent increase will be considered when evaluating the financial proposals.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

#### 6. INSTRUCTIONS FOR PROPOSAL RESPONSE

**Responses should be enumerated in the same order and fashion of the Mandatory and Desirable Specifications outlined within.** Respondents are required to **fully** respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability and how to meet the evaluation questions.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee both Mandatory and Desirable specifications are met. If "no response" or insufficient response to substantiate compliance is provided, the University reserves the sole right to reject supplier's proposal from further consideration. Do not include responses that are superfluous or irrelevant to the specific question asked and do not include large graphics. These are not valuable in the volume of information the various evaluating teams must review.

Please limit your proposal responses to no more than fifty pages (50) in response to the criteria. Proposals must be submitted in the number and manner as specified below:

**Volume I** – Functional Section **MUST** be submitted electronically via email with the subject line labeled and identified as RFP #21078, Volume I. This section must be in PDF format and contain **in this order**:

- Response to Information for Respondents and General Conditions,
- Mandatory Specifications and supplier responses,
- Desirable Specifications and supplier responses,
- If there is a supplier related contract that must be signed as part of doing business, it should also be included in this section.

**Volume II** – Financial Section **MUST** be submitted electronically via a separate email with the subject line labeled and identified as RFP #21078, Volume II. This section must be in PDF format and contain **in this order**:

- Request for Proposal Form with any supplemental pricing schedules, if applicable.
- Authorized Respondent Representation.
- Financial Summary including additional costs, if any, for Desirable Specification Compliance, functional or technical.
- Attachment A - Supplier Diversity Participation Form.
- Attachment B – Supplier Registration Information.

- Financial statements, if required.

Respondent must complete and return the University Proposal Form with proposal response. Supplier quote sheets are not acceptable forms of bidding and could cause rejection of response.

**All proposals must be plainly marked: Request for Proposal #21078 for Water Treatment Services, emailed to: [crgnn7@umsystem.edu](mailto:crgnn7@umsystem.edu) Attn: Carla Gilzow**

Note: Any Respondent's Request for Proposal that makes material modifications to the University's Terms and Conditions may be found non-responsive, as solely determined by the University.

**Confidentiality of Information:**

All records received from a Supplier will be deemed public records and presumed to be open. If the supplier submits with the Request for Proposal any information claimed to be exempt under the Revised Statutes of Missouri, Chapter 610, this information must be placed in a separate envelope and marked with:

"This data shall not be disclosed outside the University or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the Request for Proposal; however, if a contract is awarded to this Supplier as a result of or in connection with the submission of such information, the University shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the University's right to use information contained herein if it is obtained from another source."

**7. EVALUATION AND CRITERIA FOR AWARD OF PROPOSAL**

Respondents must meet the mandatory/limiting criteria to be "qualified" for scoring. If requirements are not met, the respondents are disqualified from further evaluation/award. Qualified remaining respondents will be scored on their ability to meet scored desirable criteria, which includes qualitatively, how specifications are met. A team of University individuals will evaluate and assign points to suppliers' responses to the evaluation questions. At the sole option of the University, the functional/technical review team may decide to go on a site visit, at their expense, or request suppliers to perform a presentation/demonstration to confirm specifications are met as provided in responses. The University could elect to not award to a potential respondent if site visits/presentations revealed compliance inconsistency.

The University may request suppliers selected as finalists to come onsite to the University, at the supplier's expense, for presentations as part of the RFP selection.

Proposals will be awarded based upon the functional and financial evaluation.

**8. INSURANCE REQUIREMENTS**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$5,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Business Auto Liability** Contractor agrees to maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation & Employers Liability** Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

### **Contract Language**

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

### **Indemnification**



The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

## **9. VENDOR VETTING VENDOR VETTING REQUIREMENTS AND VENDOR REPRESENTATIVE CHECK-IN REQUIREMENTS**

MUHC uses a vendor registration company, "IntelliCentrics/Reptrax" to track required vendor and vendors' representative credentials. Vendors must complete an on-line registration and receive notification of an "approved" vendor status before visiting any department or location outside of the check-in area. It is the vendor's responsibility to make sure that the registration is completed and current with Reptrax at all times.

All vendor representatives calling on site must be registered and approved through Reptrax on-line, check in software. Unless a contractor I.D. badge has been issued by MUHC and vetting performed by Human Resources, check-in is required each time a representative is on site. Kiosks are located at various MUHC sites near the general entrances for this purpose.

## **BACKGROUND AND HEALTH SCREENING REQUIREMENTS ON SITE, NON-CLINICAL CONTRACT PERSONNEL UNIVERSITY OF MISSOURI HEALTH CARE**

The following terms and conditions apply to any "Vendor" providing non-clinical services within University of Missouri Health Care (customer) and their personnel, when the work assignment period is thirty days or longer. Vendors' assigned personnel, hereinafter referred to as "Staff"

must comply with minimum requirements in order to work on site. University of Missouri Health Care reserves the sole discretion to waive or modify any requirements detailed below.

**Indemnification of Customer.**

Vendor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, its Officers, Agents, Employees, and Volunteers (Customer) from and against all loss or expense from any cause of action arising from Vendor’s operations. Vendor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Vendor, or at the option of the Customer, agrees to pay to or reimburse the Customer for the defense costs incurred by the Customer in Connection any such liability claims, or demands.

The parties hereto understand and agree that the Customer is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the Customer, or its officers, employees, agents, or volunteers.

**Vendor and Vendor’s Staff**

Before any Staff may perform any Services, in the discretion of the Customer, Vendor must thoroughly investigate the Staff’s background and work history at no additional charge. At a minimum, Vendor must:

- a) Investigate whether staff has any criminal record in each county in which staff resided or worked within the seven years immediately preceding the staffing assignment. Investigation must include a verification of U.S. General Service Administration (GSA) - System for Award Management (SAM). Vendor must provide Customer with results dated within thirty (30) days of staffing assignment start date;
- b) b. Investigate whether staff is a registered sex offender through a national search, all results must be dated within thirty (30) days of assignment start date;
- c) Perform and provide satisfactory result of the following background checks on staff assigned to Customer. The checks must be performed on an annual basis and always current, having been checked within previous 12 months.
  - a. **Office of Inspector General – Exclusion and Debarment Listing**
  - b. Employee Disqualification Listing – Missouri Department of Health and Senior Services
- d) Acknowledge and agree that Customer may additionally perform background screenings for those individuals. If the employee has a criminal record, Customer will decide if the

convictions are relevant to the position for which they are being considered and either accept or deny assignment.

- e) Administer an 8-panel drug screen within thirty days of staffing assignment start date. Agency must provide Customer with results prior to assignment start date; Vendor acknowledges that MUHC has implemented a policy requiring an eight-panel drug and alcohol test for all staff (1) initially, at the time that the staff member is conditionally offered employment as a member of the workforce of MUHC; and (2) when there is reasonable cause to believe that a member of staff is under the influence of such substances while on MUHC premises.

In accordance with this policy, Vendor agrees that prior to placing any staff for assignment at MUHC, the Vendor shall advise the staff member(s) of the existence of MUHC's policy and that the staff member (1) will be required to submit to a eight panel drug and alcohol testing at the time of the assignment to MUHC; and (2) when there is reasonable cause to believe that a staff member is under the influence of such substances while on MUHC premises, the staff member will be required to submit to a eight panel drug and alcohol testing. Vendor agrees to bear the total expense of the initial testing of their staff members and any subsequent testing that may be required by the University as stipulated in (2) above. Any failure on behalf of the Vendor or Vendor's staff to comply with the policy will result in immediate removal of staff member from MUHC and may result in immediate cancellation of the contract.

- a) Obtain and provide to customer at least two performance references from the staff's most recent employment (no older than 12 months). The reference must be from an actual work supervisor or manager and that person must indicate that staff would be eligible for re-hire by them;
- b) Complete and maintain all I-9 Employment Eligibility Verification Form documentation for the staff and any other work permit documentation for the staff as required by federal law or regulation. Copies of actual documentation must be provided to customer prior to staffing assignment start date;
- c) Verify staff's identity by examining staff's current photo identification or a copy of current photo identification and provide this to customer;
- d) Verify the staff's current resume or application and ensure it contains all work history and personal contact information, resume must be provided to customer prior to placing any staff for assignment at UMHC.
- e) Ensure that staff have completed the appropriate skills checklists and those are provided to customer prior to interview;

- f) Ensure that staff have completed and signed Customer Access and Confidentiality Agreement, Culture of Yes Agreement, and ID Badge Authorization Form and those are provided to Customer;
- g) If needed to perform job requirements Customer must obtain primary source verification of licensure, registration, certification, and/or education;
- h) Staff must complete the Non-Clinical Courtesy Appointment Orientation Form. Form should be returned within 10 days to Human Resources for inclusion in Staff member's file;
- i) Vendor must complete the health and background screening attestation to this Agreement warranting that: (a) Vendor has completed a background check and health screening for each Staff in accordance with the requirements set forth in this agreement;
- j) (b) there has been no break in service of the Staff with the Vendor since conducting these background checks and health screening; and (c) the background check revealed no issues likely to either (i) render staff unacceptable to Customer under this Agreement; or (ii) otherwise impact patient health or safety.

### **Immunizations and Health Screening Requirements**

Immunizations and Tuberculosis (Tb) skin tests are requirements for working at University of Missouri Healthcare (MUHC). Agencies, independent contractors, and Contractors with patient contact are required to provide documents to MUHC Staff Health Services showing the following immunizations and Tb screening(s) prior to starting their work assignment at MUHC. For individuals from these groups, the records must be accessible to MUHC Staff Health Services prior to starting work. Records must be available within twenty-four hours of formal requests any time during the assignment if not given by Staff Health Services.

#### **Requirements:**

- a) Documentation of immunity to Measles (also known as Rubeola), by two doses of live Measles vaccine after the first birthday, or a blood test record showing Measles disease history. Any person born before 1957 with a documented history of disease will receive a blood test to confirm protection from previous disease.
- b) Documentation of immunity to Mumps by two doses of live Mumps vaccine or a blood test showing Mumps disease history. Those born before 1957 with a documented history of disease will receive a blood test to confirm protection from previous disease.

- c) Documentation of Rubella immunity by one vaccination or blood test showing disease history.
- d) MMR administered twice after 1st Birthday, at least 28 days apart and at least once after 1980.
- e) Documentation of immunity to Chickenpox (also known as Varicella), by two vaccinations or a blood test showing Chickenpox disease history.
- f) Documentation of two Tb skin tests, with one in the past twenty-four months, and a second one within three months of starting your MUHC assignment.
- g) If no records are available for the Tb testing, a 2-step Tb skin test or QFT (at nurse's discretion) is required.
- h) Annually, during your birth month, Tb testing must be updated (1 or 2-step skin test or QFT, at nurse's discretion).
- i) Each fall between October 1st and mid-November, a flu vaccine is required. This can be completed at a Staff Health Services Flu Shot Clinic or elsewhere. If completed elsewhere, it is the staff member's responsibility to provide documentation to Staff Health Services.
- j) Acceptable immunizations/tests documentation could include:
  1. A copy of immunization booklets signed by a physician.
  2. A copy of records from a physician's office, hospital, county health department, or school, showing dates of immunizations, blood tests, or Tb skin test results.

If agency, Contractor, or contract staff have not completed their immunizations/testing or cannot provide proper documents, they will be required to have their vaccinations/testing completed at MUHC Staff Health Services. The agency, Contractor, or independent contractor agrees to pay/reimburse MUHC the following amounts if vaccinations/testing of these individuals occurs at MUHC Staff Health Services. Immunizations and testing records received at outside medical facilities must be available on hire and within twenty- four hours anytime during the assignment.

The current costs of Tb skin tests, vaccinations, and testing at MUHC Staff Health are listed below.

<b>*VACCINATIONS</b>	<b>COST</b>
MMR (series of 2 vaccines)	\$65.00/each

Tuberculin (TB Skin test)	\$5.00/each test
QFT (TB blood test)	\$26.00/each test
Chickenpox (series of 2 vaccines)	\$110.00/each
Hepatitis B (series of 3 vaccines)	\$55.00/each
Tetanus/diphtheria/pertussis (one vaccine)	\$50.00/each
Annual Flu vaccine	\$00.00/each

**\*BLOOD VERIFICATION OF DISEASE COST**

Chickenpox titer	\$25.00
Measles titer	\$20.00
Mumps titer	\$15.00
Rubella titer	\$15.00
Quantitative Hepatitis B antibody	\$15.00

**Performed only for those with positive Tb skin tests:**

*Chest x-ray (confirms no active Tb)	\$296.00
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\*Costs are subject to market changes without prior notice.

An updated staff roster from the Contractor must be provided to the Manager of the Contract on a monthly, no exceptions basis.

**9. MANDATORY CRITERIA**

Respondents must meet all mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet all the following requirements will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

1. It is mandatory that the respondent will execute deliverables as listed in the scope of work above, unless an edited list of deliverables is mutually agreed upon. **CONFIRM Y \_\_\_\_\_ or N \_\_\_\_\_ Provide information to support your answer.**

2. It is mandatory the respondent provide all necessary equipment to execute deliverables as listed in the scope of work. **CONFIRM Y \_\_\_\_\_ or N \_\_\_\_\_ Provide information to support your answer.**
  
3. It is mandatory that proper appearance, decorum and personal hygiene be displayed in the vendor's staff. A standardized appearance guideline is expected. Clothing should be neat, clean, and in serviceable condition. Worn or faded clothing is not acceptable. MUHC may observe and advise of replacement uniform needs or inappropriate appearance which vendor will need to rectify immediately. Staff are required to wear a shirt, badge, or the like to represent the company that is supplying service at all times while on duty. **CONFIRM Y \_\_\_\_\_ or N \_\_\_\_\_ Provide information to support your answer.**
  
4. It is mandatory the respondents have and maintain required license(s) and comply with Federal and local regulations. Currently required license are as follows; C-20 and/or C-55, and a Qualified Applicator License issued by the DPR. **CONFIRM Y \_\_\_\_\_ or N \_\_\_\_\_ Provide information to support your answer.**
  
5. It is mandatory the respondent's chemicals and maintenance service plan produce clean heat transfer surfaces which are substantially free of scale, sludge, deposits, corrosion, pitting, and biological growth when treatment is administered in accordance with vendor's directions and recommendations. **Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_ Provide information to support your answer.**
  
6. It is mandatory the respondent agree to provide scale and corrosion protection for condenser water systems, cooling towers, chillers and chilled water systems, steam boilers, deaerators, steam/condensate lines, closed bearing cooling water loops, and heating hot water loops while maximizing efficiency and performance. **Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_ Provide information to support your answer.**
  
7. It is mandatory the respondent agree to complete a fiberscope annual equipment inspection of all major heat exchange equipment including providing a written statement of the condition of equipment, photographs of equipment internals and, if requested by MUHC, a secondary inspection with additional pictures and video. **Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_ Provide information to support your answer.**
  
8. It is mandatory the respondent assure that the chemicals used for this contract shall have no detrimental effect on the metallic or non-metallic materials in the equipment being treated when used in accordance with vendor's instructions. MUHC will provide information about the

materials contained in the system. **Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_ Provide information to support your answer.**

9. It is mandatory the respondent provide a no-scale guarantee, if scaling occurs, respondent agrees to supply chemicals, equipment and labor to rectify the issue at no additional cost to MUHC. This includes all condensers; evaporators; cooling towers; chillers; fill media; hot water generators and steam boilers. **Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_ Provide information to support your answer.**

10. It is mandatory the respondent agree to provide chemicals and materials that meet the following requirements;

- a. Registered under the Toxic Substance Control Act where applicable.
- b. In compliance with all EPA registration information with EPA number approval.
- c. In compliance with all MSD sheet-requirements.
- d. Approved by the Federal Drug Administration or Department of Agriculture.
- e. Describe with generic or chemical terminology rather than proprietary terminology to MUHC upon request including the percentage of blend and actives. **Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_ Provide information to support your answer.**

11. It is mandatory the respondent agree to visit each location a minimum of once a month. **Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_ Provide information to support your answer.**

12. It is mandatory the respondent agree to have a twenty-four (24) hour toll-free or local call spill response contact number made available to MUHC. The awarded vendor shall have four (4) hour response time to be on-site after being notified by MUHC of an emergency. **Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_ Provide information to support your answer.**

13. It is mandatory the respondent agree to use a fluorescent tracer that is compatible with installed cooling water controllers. **Confirm Compliance: Yes \_\_\_\_ or No \_\_\_\_ Provide information to support your answer.**

14. It is mandatory the respondent agree to provide ready access to all technical and safety information on the water treatment services and maintenance. **Confirm Compliance: Yes \_\_\_\_ or No Provide information to support your answer.**

15. It is mandatory the respondent agrees to provide Safety Data Sheets to help ensure a safe work environment for the MUHC and comply with all state and federal laws concerning the handling of hazardous materials. A Safety Data Sheet accompanies all first-time orders and includes information about the 24-hour, 7 day per week emergency phone number to obtain emergency information regarding chemical spills and/or accidents involving the products. **Confirm Compliance: Yes \_\_\_\_ or No Provide information to support your answer.**



16. It is mandatory the respondent agrees to provide in-house full-time laboratory services.  
**Confirm Compliance: Yes \_\_\_\_ or No Provide information to support your answer.**

#### **10. DESIRABLE CRITERIA**

It is the Respondent's responsibility to supply sufficient and complete information for a full evaluation of all items in this section, including detailed explanations.

1. It is desirable that the awarded vendor provide two experienced and knowledgeable personnel and a third alternative assigned to the MUHC account. It is desirable that the assigned personnel are full-time employees of the vendor, and maintain Water Technologist certification with a minimum of five (5) years of working experience and/or hold a four-year Bachelor's Degree in a related field such as Chemistry, Mechanical Engineering or Chemical Engineering with five (5) years of working experience. Please provide information and credentials of the personnel who will be assigned to the MUHC account, if awarded.
2. It is desirable that the vendor has five-year's experience in water treatment services and maintenance. Provide five references with at least two references of similar size to MUHC with customer's name, address, contact name, and contact phone number.
3. Describe in full detail, how your company will service this account including conducting independent tests, the MUHC monitoring and control program (field reports) and submit written reports on program status/trends with recommendations for improvement.
4. Describe in full detail how your company will meet the documentation requirements as described in the Detailed Specifications and Special Conditions. Provide an example of a Safety Data Sheet.
5. It is desirable that the awarded vendor be within a one (1) hour driving distance of each location. Please provide information on your company's location with in vicinity of MUHC. Provide information about how your company will respond to emergency information regarding chemical spills and/or accidents.
6. Describe in full detail on how your company will provide a comprehensive chemical testing plan including written instructions and test procedures for control tests with a summary chart including the frequency and time of day for each test.
7. It is desirable that the awarded vendor utilize all of the currently installed chemical feed or control equipment that is currently in operation. Please identify any current chemical feed or control equipment that your company would recommend changing and provide information on the alternatives.

8. It is desirable that the awarded vendor provide technical training sessions for MUHC personnel on a variety of topics including how to perform tests and monitor the chemical maintenance plan results: how to work safely with chemical products; and general training regarding boiler and cooling systems delivered in a variety of formats.
9. Describe in full detail your company's repair, installation and labor services including but not limited to; chemical feed pumps, conductivity controllers, blow down or control valves, shut off valves, fittings, tubing and valves etc.
10. Describe in full detail how your company's will ensure towers and evaporative condensers are free from scale and debris that could alter the operation or otherwise be detrimental to the refrigeration system.
11. Provide information on your company's digital water management solution, if applicable.
12. Provide information on alternate water treatment programs that would allow the MUHC to reduce water and energy usage, or reduce labor hour requirements in the cooling or steam systems, if applicable.
13. It is desirable that the awarded vendor provide an annual service plan including all specified services and any additional services. Provide an example of an annual service plan.
14. Describe your company's laboratory capabilities.

**REQUEST FOR PROPOSAL FORM**

**REQUEST FOR PROPOSALS  
FOR  
FURNISHING AND DELIVERY  
OF  
WATER TREATMENT SERVICES AND MAINTENANCE  
FOR  
THE CURATORS OF THE UNIVERSITY OF MISSOURI  
ON BEHALF OF  
MU HEALTH CARE  
RFP # 21078**

**DUE DATE:**

**TIME: 2:00 PM, CDT**

The undersigned proposes to furnish the following items and/or services in accordance with all requirements and specifications contained within this Request for Proposal issued by the University of Missouri.

Please provide the following pricing:

For Contract Period:

Year 1:

Chemicals \$ \_\_\_\_\_

- Women's & Children's Hospital \$ \_\_\_\_\_
- Quarterdeck \$ \_\_\_\_\_
- Falling Leaf \$ \_\_\_\_\_
- Wood Rail \$ \_\_\_\_\_

Labor \$ \_\_\_\_\_

- Women's & Children's Hospital \$ \_\_\_\_\_
- Quarterdeck \$ \_\_\_\_\_
- Falling Leaf \$ \_\_\_\_\_
- Wood Rail \$ \_\_\_\_\_

State any applicable maximum price increases for renewal years:

**AUTHORIZED RESPONDENT REPRESENTATION**

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method:                      SUA                      ACH                      Check			
Circle one:      Individual      Partnership      Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri?    ___yes    ___no			
Maintain a regular place of business in the State of Missouri?    ___yes    ___no			

**This signature sheet must be returned with your proposal.**

**ATTACHMENT A  
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to, or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Women and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect. Awarded suppliers may be asked to utilize CVM Solutions for reporting Tier 2 spend.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
  
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
  - Supplier's Total Revenues: \$10,000,000
  - Revenues from University \$: \$ 4,000,000
  - University % of Total Revenues: 40% (#2 divided by #1)
  - Total MBE Dollars \$: \$ 150,000
  - Total WBE Dollars \$: \$ 150,000
  - Total University Attributable MBE \$: \$ 60,000 (#3 multiplied by #4)
  - Total University Attributable WBE \$: \$ 60,000 (#3 multiplied by #5)
  - Total University Attributable MWBE \$: \$ 120,000 (Sum of #6 and #7)
  - University % Attributable Revenue: 3% (#8 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Women and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples (use additional pages if needed): \_\_\_\_\_

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2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Women and Diverse Owned businesses? Are you able to provide this information specific to University of Missouri business?

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3. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, [vestt@umsystem.edu](mailto:vestt@umsystem.edu).

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**-----

**ATTACHMENT B  
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN:  Yes  No

The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE):  Yes  No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE):  Yes  No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh  (A)
2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.  (P)
3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa.  (B)
4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.  (H)
5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.  (N)

