University of Missouri (UM) Procurement

BID REQUEST NO.: 22078  SOURCING CONTACT: Wade A. Jadwin
TITLE: AIR TESTING SERVICES  PHONE NO.: 573-341-4049
ISSUE DATE: JANUARY 26, 2022  E-MAIL: jadwinw@mst.edu

BID DUE DATE: FEBRUARY 11, 2022 AT 2:00 PM CT

MAILING INSTRUCTIONS: Print or type Bid Request No. and Due Date on the envelope. Bids are to be contained in a sealed envelope and mailed or hand delivered to the address below by the due date and time noted above. FAXED OR E-MAILED BID RESPONSES WILL NOT BE CONSIDERED. The University assumes no responsibility for any bidder's on-time receipt at the designated location for bid opening.

RETURN BID TO: University of Missouri Procurement
Attention: Wade A. Jadwin – Strategic Sourcing Specialist
1201 North State Street – Suite G5C
Rolla, MO 65409

You are invited to submit a bid on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions included herein. Bidder offers and agrees to furnish and deliver the items or perform the services upon which prices are quoted herein. Any quotations sent to the University of Missouri prior to this request for bid are void and will not be considered.

The bidder agrees the language of this bid document shall govern in the event of a conflict with supplier’s bid response. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

If you have any questions regarding the RFB, please send them to:
Wade A. Jadwin – Strategic Sourcing Specialist
University of Missouri Procurement
1201 North State Street – Suite G5C
Rolla, MO 65409
Email Address – jadwinw@mst.edu

All questions regarding the RFB must be received no later than February 3, 2022, at 2:00 PM CST.

The University reserves the right to waive any informalities in Request for Bids and to reject any or all bids.
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This signature sheet must be returned with your bid.
BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

1. No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, they may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.

2. The University reserves the right to reject any and all bids and to waive any informality in bids.

3. Whenever the name of a manufacturer or vendor is mentioned herein and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and supplier agrees to replace such items with satisfactory items at the original bid price.

4. Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the supplier proposes to furnish an item of a different manufacturer or supplier other than the one specified on the face hereof, the manufacturer or supplier of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.

5. All items bid shall be new unless otherwise specified by the University.

6. Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.

7. Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.

8. Prices quoted are to be firm and final, and prices shall be stated in units of quantity specified with packing and drayage charges included.

9. Shipments shall be marked as directed on the Purchase Order.

10. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. C.O.D. shipments will not be accepted. The seller must pay and bear all freight charges.

11. The University will not be responsible for articles or services furnished without a Purchase Order.

12. Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the supplier.

13. All invoices and correspondence shall show the Purchase Order Number. All invoices must contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.

14. Supplier agrees to defend, protect, and save the University harmless from all claims and actions arising out of patent infringement.

15. University reserves the right to cancel all or any part of orders if shipment is not made as promised. Supplier shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.

16. The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.

17. Samples, when required, are to be furnished prior to the date specified for receipt of bids.

18. In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.

19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.
20. In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.

21. In the event time and materials are a portion of this bid, the University reserves the right to audit supplier’s records concerning this bid.

22. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder, the bidder must notify UM Procurement immediately in writing.

23. The University serves from time to time as 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.

24. As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligations, Bidder shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide the University with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University; and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.

25. Bidder 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).

26. If this bid involves health care services or products, the Bidder agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Bidder with regard to patients of the University. All services provided pursuant to this bid 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 Administration. Bidder represents that Bidder is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Bidder agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

27. If the contract resulting from this bid involves the acquisition of disposal of services, supplies, information technology, or construction and has a total potential value of $100,000 or more, and if awarded 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.

28. Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the awarded 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.

29. 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.

30. In connection with the furnishing of equipment, supplies, and/or services as a result of this bid, 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.

31. Due to the changing nature of the COVID-19 pandemic, awarded 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.

32. Suppliers shall refrain in offering any offers of gifts to the University and all University of Missouri employees in accordance with University of Missouri Policy, #26301, Suppliers.

33. The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.

34. 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. 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. No additional fees shall be charged for the use of University credit cards.

35. The intended coverage of this RFB, and any contract 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 bid available to other public entities and higher education institutions. Extension of the terms and prices to any or all other higher education institutions and public entities is at the discretion of bidders and shall not be considered in the award of this bid. The bidder 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 supplier by such entities, nor will the University be responsible for contract administration other institutions.
Detailed Specifications

The Curators of the University of Missouri (MU) intend to enter into a multi-year contract on behalf of The University of Missouri with a Contractor to supply Air Emissions Testing Services at its on-campus combined heat and power energy facility (MU Power Plant) in Columbia, Missouri. The proposed term of the contract is to commence March 1, 2022 with a base five-year term through February 26, 2027. Contract extension options for up to two additional 1-year periods will be considered.

1) OVERVIEW

a) The University of Missouri owns and operates a 66 MW combined heat and power plant (MU Power Plant) to provide the campus’ energy needs. The plant utilizes coal-fired boilers, a biomass-fired boiler, a gas/oil fired boiler, steam turbine generators, gas-fired combustion turbine generators with steam heat recovery to produce electrical and thermal energy for MU.

b) Each combustion source requires periodic emissions testing to comply with State and Federal air emissions standards.

c) Combustion equipment requiring air emissions testing may change during the term of this contract. Current equipment installed at the MU Power Plant includes:

1. **Boilers 7 & 8**
   a. Wickes travelling grate stoker
   b. Constructed - 1955
   c. Heat input - 104 MMBtu/hr
   d. Capacity - 75,000 lb/hr steam
   e. Pressure - 300 psig
   f. Fuel = coal & coal/biomass blend
   g. COMs – Teledyne LightHawk 560 (shared)

2. **Boiler 9**
   a. Riley travelling grate spreader stoker
   b. Constructed - 1965
   c. Heat input - 175 MMBtu/hr
   d. Capacity - 125,000 lb/hr steam
   e. Pressure - 400 psig
   f. Fuel = coal & coal biomass blend
   g. COMs – Teledyne LightHawk 560 (shared)

3. **Boiler 10**
   a. Riley travelling grate spreader stoker
   b. Constructed - 1970
   c. Heat Input - 269 MMBtu/hr
   d. Capacity - 200,000 lb/hr steam
e. Pressure - 400 psig  
f. Fuel – Coal & Coal/Biomass Blend  
g. COMs – Teledyne LightHawk 560  

4. **Boiler 12**  
a. Zurn Keystone  
b. Constructed - 1994  
c. Heat Input - 325 MMBtu/hr  
d. Capacity - 220,000 lb/hr steam  
e. Pressure - 900 psig  
f. Fuel = natural gas; fuel oil #2 (rare)  
g. NOx CEMs – ThermoEnvironmental 42i-D  
h. CO2 CEMs – ThermoEnvironmental 410i  
i. COMs – Teledyne LightHawk 560  

5. **Boiler BFB-1**  
a. Babcock & Wilcox  
b. Constructed - 2012  
c. Heat Input - 227 MMBtu/hr  
d. Capacity - 150,000 lb/hr steam  
e. Pressure - 900 psig  
f. Fuel = biomass; natural gas  
g. NOx CEMs – ThermoEnvironmental 42ils  
h. COMs – Teledyne LightHawk 560  

6. **Combustion Turbine/HRSG 1**  
a. Solar Titan 130S Combustion Turbine Generator  
b. Constructed - 2001  
c. Heat input - 133 MMBtu/hr  
d. Fuel = natural gas; fuel oil #2 (rare)  
e. ERI Heat Recovery Steam Generator  
f. Heat Input - 99 MMBtu/hr  
g. Capacity - 125,000 lb/hr steam  
h. Pressure - 900/400 psig  
i. Fuel - natural gas  
j. NOx CEMs – ThermoEnvironmental 42ils  
k. O2 CEMs – ThermoEnvironmental 42ils  

7. **Combustion Turbine/HRSG 2**  
a. Solar Titan 130S Combustion Turbine Generator  
b. Constructed - 2001  
c. Heat input - 133 MMBtu/hr  
d. Fuel = natural gas; fuel oil #2 (rare)  
e. ERI Heat Recovery Steam Generator  
f. Heat Input - 99 MMBtu/hr  
g. Capacity - 125,000 lb/hr steam  
h. Pressure - 900/400 psig  
i. Fuel - natural gas  
j. NOx CEMs – ThermoEnvironmental 42ils
k. O₂ CEMs – ThermoEnvironmental 42ils

d) Emission points to be tested are, but not limited to:

1. **North Chimney**
   a. Chimney height = 320’
   b. Inside diameter = 10’
   c. Testing platform height = 155’
   d. Sources:
      i. Boilers 7, 8, 9
      ii. Boiler BFB-1
      iii. Black Start Generator

2. **South Chimney**
   a. Chimney height = 341’
   b. Inside diameter = 9’
   c. Testing platform height = 155’
   d. Source:
      i. Boiler 10

3. **BFB-1 Breaching**
   a. Breaching height = 37’
   b. Inside diameter = 5’ x 5’
   c. Testing platform height = 27’
   d. Source:
      i. Boiler BFB-1

4. **Boiler 12 Chimney**
   a. Chimney height = 190’
   b. Inside diameter = 10.5’
   c. Testing platform height = 66’
   d. Source:
      i. Boiler 12

5. **Combustion Turbine Chimney #1**
   a. Chimney height = 85’
   b. Inside diameter = 7’
   c. Testing port height = 65’
   d. Source:
      i. Combustion Turbine/HRSG 1

6. **Combustion Turbine Chimney #2**
   a. Chimney height = 85’
   b. Inside diameter = 7’
   c. Testing port height = 65’
   d. Source:
      i. Combustion Turbine/HRSG 2
2) SCOPE OF SERVICES

a) General
The MU Power Plant is seeking proposals to conduct emissions-related compliance testing of boilers, combustion turbines, dust collectors, emissions monitors and other emission sources. These tests must be conducted in accordance with the US Environmental Protection Agency (EPA) and Missouri Department of Natural Resources (MDNR) protocol including, but not limited, to 40 CFR 60, 10-CSR 10 6.030, and 10-CSR 10 6.040 and pursuant to the requirements of the Title V Air Permit issued to the MU Power Plant. The contract will be for a period of five years with an optional renewal for two additional one-year periods.

b) Codes and Standards
The Vendor has full responsibility for ensuring all analytical tests are performed using the most current EPA and ASTM standards. The Vendor shall also comply with all OSHA guidelines when working at MU Power Plant.

c) Annual Routine Testing
For the purposes of evaluating vendor responses to this RFP, vendors shall assume MU will be conducting the following annual routine tests:

i) Relative Accuracy Testing Assessment (RATA) of CEMS systems for four emission units - all RATA’s will be conducted in one 5-day trip. Following is a typical RATA test schedule, actual test schedule will be mutually agreed upon by both parties:
   Monday – mobilize, travel and set-up on Combustion Turbine Chimney #1
   Tuesday – conduct RATA test on CT-1, move to Combustion Turbine Chimney #2.
   Wednesday – conduct RATA on CT-2, move to BFB-1 breaching
   Thursday – conduct RATA on BFB-1, move to Boiler 12 Chimney
   Friday – conduct RATA on Boiler 12, demobilize.

ii) Industrial Boiler MACT compliance testing - Vendors shall assume separate, individual trips for conducting Industrial Boiler MACT compliance testing on the following listed sources, Testing services shall include measurement and compliance determination of PM\text{filt}, CO, HCl, and Hg emissions from each source:
   (a) Boiler 10 (South Chimney)
   (b) BFB-1 (breaching)

d) Non-routine Testing
Vendors shall provide pricing to conduct the following emission testing on an as-needed basis, in conjunction with other scheduled annual testing, while onsite. For the purposes of evaluating responses to this RFP, pricing shall be provided for the following tests: CO, NOx, SO\text{2}, PM\text{filt}, PM\text{2.5}, PM\text{10}, PM\text{Cond}, HCl, Hg, NH\text{3}, and VOC’s.
e) **Special Tests**

During the term of this contract, MU may request the successful vendor to provide additional testing not previously identified above. Pricing for these tests will be requested prior to mobilization. MU reserves the right to solicit pricing and/or services for these special air emission testing services from other vendors.

f) **Test Methods**

Vendors shall utilize the following US EPA test methods for each parameter:

1. **CO** USEPA 1, 3A, 10 and 19
2. **NOX** USEPA 1, 3A, 7E and 19
3. **SO2** USEPA 1, 3A, 6C and 19
4. **PM Filt.** USEPA 1, 2, 3A, 4, 5 and 19
5. **PM2.5/PM10** USEPA 1, 2, 3A, 201A, 202 and 19
6. **PM Cond.** USEPA 1, 2, 3A, 202 and 19
7. **HCl** USEPA 1, 2, 3A, 4, 26A and 19
8. **Hg** USEPA 1, 2, 3A, 30B and 19
9. **NH3** USEPA 1, 2, 3A, 202 and 19
10. **VOC** USEPA 1, 2, 3A, 25A and 19
11. **RATA** 40CFR60 Performance Specifications 2, 3 and 6

4) **CONTRACTOR QUALIFICATIONS**

Vendors shall submit information for evaluation of their corporate experience and abilities:

a) Contractors shall have at least five years demonstrated experience in the testing of air emissions on solid fuel-fired boilers, natural gas and oil-fire boilers, and natural gas turbine generators of similar size and complexity as those installed at the MU Power Plant. Testing experience shall include a successful record of performing analytical tests, including, but not limited to: RATA, PM, NOx, CO, SO2, HCl, Hg and other miscellaneous HAPs.

b) Contractor’s on-site project manager must have demonstrated experience of at least 3 years in air emissions testing at sites of similar size and complexity as MU Power Plant.

c) Contractor must have demonstrated experience at facilities in Missouri in air emissions testing at sites of similar complexity as MU Power Plant.

d) Contractor must demonstrate that their laboratory capabilities are adequate to support the number and type testing anticipated in this proposal.

e) Contractor must demonstrate adequate policies and procedures to assure the proper collection and analyses.

f) Contractor must demonstrate that they have sufficient resources (analytical, equipment and personnel) to support the testing as outlined within this RFP.
5) ON-SITE SERVICES

a) All work, except laboratory services, shall be performed on site at the MU Power Plant. All set up, tear down and testing shall be performed between the hours of 0700–1700 unless agreed to by the owner’s representative.

b) Utilities:
   120VAC single-phase and 480VAC three-phase electrical power is available and will be furnished by MU. The contractor shall indicate their power requirements prior to mobilization to the MU Power Plant.

c) Drinking water and restroom facilities are available on site at grade level.

d) Parking for one company vehicle and one trailer will be made available by MU on the MU Power Plant site. Additional parking for company vehicles can be arranged with MU Parking and Transportation through the contractor’s representative at the contractor’s expense. No personal vehicles are allowed on the MU Power Plant site.

e) Site Access
   i) Card access to the MU Power Plant site will be made available as necessary to perform the work and access to on-site drinking water and restroom facilities.
   ii) Ladders and direct access to the work platforms will be provided by MU.
   iii) A manlift will be needed to reach the combustion turbine stack ports. Arranging for a rental or purchase of a manlift shall be the responsibility of the contractor. Body harnesses and lanyards for the manlift are required and are the responsibility of the contractor.
   iv) Additional front D-Ring body harnesses and GlideLoc sleeves to access the North and South Chimney work platforms are available from MU upon request. All other harnesses, lanyards and safety equipment shall be supplied by the contractor for their personnel.
   v) Six-inch ports are available at most testing locations.
   vi) North and South Chimney ports are accessed through doors leading to the chimney annular space.

6) RESPONSE TIME

a) Contractor shall be available for planned compliance testing within fifty days of notice by MU Power Plant, as necessary, to include submittal of testing plan to MDNR.

b) Contractor shall be available for unplanned “operational” testing within twenty-five days of notice by MU Power Plant, as necessary.
7) REPORT SUBMISSIONS

a) The contractor will submit a draft final report to MU within 30 days from date of testing completion for review and approval.

b) If the purpose of the test was to show compliance with regulatory requirements, once reviewed and approved by MU, contractor shall submit two (2) hardcopies and one electronic version in a PDF format of the final test report to MU for submittal to the regulatory agency. MU may request contractor to submit a copy of the final report directly to the regulatory agency on behalf of MU.

c) If regulatory agency requires electronic submittal of reports, MU may request contractor to submit the final report directly to the agency on behalf of MU after MU has completed review of the data.

d) Each report shall include, as necessary for compliance with EPA/MDNR reporting requirements, a description of the source, a summary of the test results, sampling and analytical procedures, justification for sampling methods used, calculations, formulas, test data sheets, calibration gas certification sheets, test equipment calibration sheets, and a signed certification that all tests are accurate and conducted in accordance with applicable procedures established by EPA/MDNR.

e) The contractor shall be solely responsible for any errors or omissions in each test report and shall resubmit to the regulatory agency corrected reports until such time as agency officials are satisfied with the data presented in the reports.

8) PROPOSAL SUBMISSION INFORMATION

Contractor respondents shall supply all necessary information for proposal review and evaluation. The submittal information shall be provided in PDF format and one bound hardcopy with the completed Proposal Response Form in a single folder or notebook limited to a maximum of twenty five (25) pages. Failure to provide all the submittal information in the format requested necessary to evaluate Contractor’s proposal may be grounds for proposal rejection. The information provided in this submittal shall include the following information:

a) Company Overview

(1) Contractor shall supply a company overview comprising the company structure, financial condition, business focus, years in business and the number of years experience in the air emissions testing business.

(2) Contractor shall include a summary demonstrating experience in air emissions testing work completed at sites of similar size and complexity as the MU Power Plant. Submission should include dates of testing, plant description, and type of testing performed.

(3) Contractor shall supply an overview of the analytical capabilities, available laboratory equipment or services, and personnel dedicated to laboratory work.

(4) Contractor shall provide documentation to demonstrate adequate corporate policies and procedures to assure compliance with ASTM, OSHA and Federal/State air emissions test mandates.
b) **Staff Experience**

Contractor shall supply a list of key personnel that will be assigned to MU’s account along with their experience and resumes.

c) **References**

Contractor must provide a list of four or more similar references that can be contacted for evaluating contractor’s performance. The references must be from plants of similar size and complexity as MU Power Plant. References shall include names and contact information for key personnel that can attest to contractor’s performance and capabilities.
AWARD:
The award will be based on lowest bid meeting all specifications. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. **If a split award is not acceptable to a bidder, it must be stated in the bid response.**

Note: The University of Missouri reserves the right to negotiate best and final terms with the bidder selected.

CONTRACT TERM:

The contract period shall be from the date of award for five (5) years with the option to renew for two (2) one-year periods.

Pricing shall remain firm for the initial term of the contract. Each bidder 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 bids.

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.

PAYMENT:

All proposals to be submitted on the basis of payment by MU check, shall have terms of Net 30 days. Payment shall be made within thirty days after receipt of properly certified vendor’s invoices, rendered in duplicate. MU may withhold payment or make deductions as may be necessary to protect MU from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of products/services furnished hereunder.

Invoicing will reflect the work performed per completion of each testing event (mobilization).

Periodic reconciliation of project invoices will be made based on actual tests and services performed. Frequency of these reconciliations will be mutually agreed to by both MU and contractor.

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 $1,000,000 Each Occurrence, $2,000,000 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** (If required in service performance) Contractor agrees to maintain Business Automobile Liability at a limit not less than $1,000,000 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 provide written notice of cancellation according to the policy provisions. 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.

☐ BY CHECKING THIS BOX THE BIDDER ACKNOWLEDGES ALL SPECIFICATIONS CAN BE MET AND ALL REQUESTED INFORMATION PERTAINING TO QUALIFICATIONS IS ACCURATE.
PRICING:

Annual Routine Testing:

For the purposes of this RFB, vendors shall assume MU will require the following annual tests. These tests are for anticipated annual testing (actual tests required may vary). The cost of annual tests shall include costs of mobilization/demobilization and requirements outlined herein. It is to be assumed that all RATAs will be performed during a single mobilization. It is also to be assumed that IB MACT emissions testing will require a separate mobilization for each emission source.

1) RATA
   • Boiler 12 – NOx ppm, CO₂ %, NOx #/MMBtu
   • Boiler BFB-1 – NOx ppm, Stack Flow ascfm, NOx lbs/hr
   • Combustion Turbine Train 1 – NOx ppm, O₂ %, NOx ppm, corrected to 15% O₂
   • Combustion Turbine Train 2 – NOx ppm, O₂ %, NOx ppm, corrected to 15% O₂
     ______________________ $/Year (testing all sources in single mobilization)

2) IB MACT Compliance Testing
   • Boiler 10  PM₅₁₀, CO, HCl, Hg
   • Boiler BFB-1  PM₅₁₀, CO, HCl, Hg
     ______________________ $/Source

All costs associated with report preparation shall be borne by the successful bidder and shall be included in the base bids.

Non-Routine Testing:

Vendors shall provide to MU the following tests on an as-needed basis. For the purposes of evaluating responses to this RFP, the pricing shall be supplied for the following tests not to include mobilization. These tests are for anticipated testing, which will be completed in conjunction with other required testing. For evaluation purposes, assume each test includes three (3) test runs. Actual tests required will vary.

CO = __________$/Test
NOx = __________$/Test
SO₂ = __________$/Test
PM₅₁₀ = __________$/Test
Unit Pricing:

Vendors shall provide the following unit pricing, should additional testing services be required during the contract period.

1) Pricing for single mobilization/demobilization event for RATA testing; to include all costs for travel time, travel expenses, vehicle expenses, incidental expenses, including meals and lodging during travel.

Mobilization & Demobilization ______________________ $/RATA

2) Pricing for single mobilization/demobilization event for MACT compliance testing; to include all costs for travel time, travel expenses, vehicle expenses, and incidental expenses, including meals and lodging during travel.

Mobilization & Demobilization ______________________ $/MACT Test

3) Unit Price for each full additional day beyond the scheduled days in the event delays are encountered at no fault of the contractor. The unit price shall be a crew rate for the day and shall include all incidental expenses including meals, lodging, and per diem for the entire crew. This unit price will be added to the base price of a test in the event of delays, but will also be deducted from the base bid in the event one or more of the tests is cancelled due to operational problems or to other unforeseen circumstances.

Additional day ______________________ $/day per RATA testing episode

Additional day ______________________ $/day per IB MACT testing episode

Pricing will be locked in for the first two (2) years of the contract. Any price increase must be communicated in writing to the University of Missouri prior to the next year of the contract term.

Please provide what your estimated price increases will be for the remaining term of the contract.
Year 3: ______________%  
Year 4: ______________%  
Year 5: ______________%  
Year 6: ______________%  
Year 7: ______________%
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 Minority and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- **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:
  1. Supplier’s Total Revenues: $10,000,000
  2. Revenues from University $: $ 4,000,000
  3. University % of Total Revenues: 40% (#2 divided by #1)
  4. Total Minority and Diverse owned Dollars $: $ 400,000
  5. University % Attributable Revenue: 1% (#4 divided by #2)

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

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 Minority and Diverse Owned businesses? __________ Are you able to provide this information specific to University of Missouri business? __________

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.

<table>
<thead>
<tr>
<th>Supplier Name</th>
<th>% of Contract</th>
<th>Specify Direct or Indirect</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.
SUPPLIER REGISTRATION INFORMATION

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

SMALL BUSINESS CONCERN: _____Yes _____No

NOTE: 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

NOTE: 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

NOTE: 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.

_____ Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh
_____ 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.
_____ Black - A U.S. citizen having origins in any of the Black racial groups of Africa.
_____ 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.
_____ 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.

VETERAN BUSINESS ENTERPRISE _____Yes ______No

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE _____Yes _____No

NOTE: A Veteran or Service-Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

MISSOURI FIRM: _____Yes _____No

NOTE: A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

SUPPLIER’S CERTIFICATION:
The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect, including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Form:___________________________________________________

Title: __________________________________________ Date: ______________________________

RFB #22078 – Air Testing Services