

University of Nebraska at Kearney
March 19, 2021
Request for Proposals #21-02
Water Treatment Service Contract

RFP Due: April 15, 2021, 2:00 P.M. Local Time

Procurement & Payment Services
Warner Hall Rm. 119
2504 9th Ave
Kearney, Nebraska 68849-1240

Requests for reasonable accommodations needed in order to participate in the process described in this RFP may be directed to the Affirmative Action/Equal Opportunity Office, 2113 Warner Hall; Voice/TDD-(308) 865-8400.

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SECTION 1: Cover Sheets and Specifications

1.1 Proposal Cover Sheet

Each proposal to this RFP shall be accompanied by a cover sheet on the form which immediately follows this page. This cover sheet demonstrates that the Vendor agrees to be bound by, and that its proposal is subject to, the terms of this RFP and any addenda that may supplement or amend this RFP.

1.2 Introduction

The University of Nebraska at Kearney (“UNK”) invites proposals from qualified vendors to provide the goods and/or services described below. If the RFP process is successful, UNK will enter into a contract with the successful vendor for the product or service.

UNK is soliciting proposals for *Water Treatment Services* located on the UNK campus, in accordance with the terms, conditions and requirements set forth in this Request for Proposal, including the attached Water Treatment Services Contract (“RFP”).

1.3 Expectations

The University of Nebraska at Kearney issues this Request for Proposal to establish a price contract for water treatment chemicals required for water treatment and/or testing of air conditioning systems, boilers, softeners, deionizers, and related equipment. In addition, the water treatment program will include all chemical products, any required equipment, and professional consulting services.

This program shall prevent scale, excessive sludge, deposits, corrosion, pitting, and biological growths. Vendor, by responding to this specification, guarantees the chemical program and Vendor’s consulting services to produce systems that are relatively free of scale, excessive sludge, deposits, corrosion, pitting, and biological growths, when treatment is administered in accordance with the successful Vendor’s directions and recommendations. At any time during the contract period when a malfunction of a system indicates a possible failure of the water treatment, UNK may require a mutual examination of the system by a representative of UNK, a representative of the Vendor, and a mutually agreed upon third party representative.

Required Response Questions lists the minimum amount of information which should be included in the Vendor’s proposal. Any additional information which is relevant to the specific criteria listed should be included and will be used in the evaluation process. Vendor’s proposal should specifically address each individual criterion in the order listed.

SECTION 2: Required Response Questions

Each Vendor shall submit a complete response or indicate its consent to each requirement described below. Vendor should reference the item number and repeat the questions in its response. In cases where question do not apply or if unable to respond, Vendor should refer to the specification number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Vendor will explain the reason when responding N/A or N/R.

2.1 History and Background of Vendor

- 2.1.1 Describe your company (a brief history may be appropriate), the nature of its legal entity (e.g. Nebraska corporation, limited partnership), its size and locations and number of employees. Confirm that your company is qualified to do business in Nebraska.
- 2.1.2 Identify any litigation or claim brought against your company within the last seven years, which might reflect adversely on your company's professional image or ability in relation to providing the goods or services sought under this RFP.
- 2.1.3 Is your company currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two years? If so, please explain.
- 2.1.4 Does Vendor, to the best of its knowledge, have any relationship with a member of the Board of Regents of the University of Nebraska, an employee of the University of Nebraska or other representative of the University which may, or may be perceived, to be a potential conflict of interest for either the Vendor or the University? If so, please explain in detail.

2.2 Description of Vendor's Project Team

- 2.2.1 Provide summary resumes for Vendor's key personnel (project team) with respect to this project, including employment history and applicable experience on similar projects.
- 2.2.2 Equal Opportunity: It is the policy of UNK to provide equal opportunity and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin or other prohibitive matters. It shall be the policy of the University of Nebraska to patronize only those firms and contractors that demonstrate a commitment to equal opportunity within their own enterprises and who abide by Federal and State Laws. The Vendor awarded the Contract will be required to complete EXHIBIT A – Equal Opportunity Clause and Certification of Non-Segregated Facilities.

2.3 Contract Agreement

For a number of reasons, including expeditious closing of final agreement, proposals indicating that the Vendor is willing to accept the contract form substantially as presented in EXHIBIT “C” are more likely to be received with favor. The Vendor is required to provide what, if any, changes it suggests be made to the contract template language. Additional documentation or amendments to the form may be necessary to reflect bid options. UNK reserves the right to conduct discussions and negotiations with any or all respondents to this RFP, for the purpose of clarifying any response to this RFP, or for the purpose of clarifying or modifying any element of the RFP. If you have no modification to the provided agreement, indicate as such. Please provide requested changes/edits to the agreement using Track Changes in Microsoft Word.

2.4 Terms and Conditions

The University of Nebraska Terms and Conditions are included in APPENDIX II, please review and acknowledge acceptance.

2.5 References

Complete EXHIBIT D- References with no less than three commercial customer contacts that can substantiate Vendor’s ability to execute their proposal. Preference would be to have references from past projects that are similar in size and scope. For each contact identified, provide the name, organization, telephone number, and recent project(s) completed for the contact’s organization.

2.6 Warranty

Vendor warrants that all equipment and supplies offered will conform to the design, specifications, samples, or other descriptions contained in this RFP, will be free from defects in workmanship and material and to the extent that Vendor is aware, or have reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable.

2.7 University System Participation

Vendor acknowledges that in some instances, other University of Nebraska campuses or state agencies may wish to explore the possibility of sharing in the benefits of this RFP and its resultant contract.

2.8 Non-Collusive Bid

Vendor acknowledges that any bid responses submitted are not the result of collusion with other eligible Vendors, with any employee of the State or University of Nebraska, and no effort has been made to preclude the University from obtaining the most advantageous response possible to this bid.

2.9 Insurance

2.9.1 The Vendor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Nebraska, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses, including attorney fees arising out of the negligent acts or omissions of Vendor, its agents and employees not otherwise the result of the negligence, misconduct or other fault of the University, its employees or agents.

2.9.2 The Vendor shall bear the full and complete responsibility for all risks of death, personal injury, damage or loss of equipment, products or money, or other claims resulting from the negligent acts or omissions of Vendor, its agents and employees in its performance under the contract award and shall not penalize the University for any such losses.

The Vendor shall secure the following insurance coverage:

Coverages:

- i. Commercial General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Coverage to include:
- ii. Premises and operations
- iii. Personal injury/advertising injury
- iv. Products/completed operations
- v. Liability assumed under an insured contract (including tort liability of another assumed in a business contract)
- vi. Independent contractors

Automobile Liability – coverage to include:

- i. Owned vehicles
- ii. Leased vehicles
- iii. Hired vehicles
- iv. Non-owned and employee non-owned vehicles
- v. Personal injury protection (where applicable)

Workers' Compensation and Employers' Liability

Contractor's Certificate of Insurance – successful Vendor will be required to furnish a certificate of insurance with coverages to bodily injury/personal injury/liability coverage, property damage liability coverage and workman's compensation coverage. This certificate must be on file with the Office of Facilities Management & Planning prior to any commencement of work. It is absolutely necessary that **“The Board of Regents of the University of Nebraska as an additional insured”** be added to the face of the certificate for all coverage except worker's compensation. Vendor's Certificate of Insurance, as attached, shall be executed by the successful Vendor and its insurer within (15) days upon notice of award of contract.

2.10 Equipment

Vendor will include a recommended treatment program of equipment listed in Appendix “I” – EQUIPMENT.

2.11 Contract Period

2.11.1 It is anticipated that water treatment services contracted for UNK as a result of this Request for Proposal will begin July 1, 2021 and will run until midnight June 30, 2026.

2.11.2 The initial contract period will be for a period of five (5) years from the date of award. UNK reserves the right to extend the resultant contract for two (2) additional one (1) year periods.

2.12 Site Visit

Vendor shall visit the University of Nebraska at Kearney and make a complete survey of the water systems and present chemical feed systems listed in APPENDIX “I” – EQUIPMENT. Vendor’s proposal shall contain a detailed recommendation of treatment and service for each item listed. The site visit is scheduled for March 29th, 2021. Vendors must RSVP to Scott Benson at bensonsa1@unk.edu where the time and location will be provided.

2.13 Vendor Qualifications

In awarding the contract, UNK will take into consideration the skill, facilities, capacity, experience, ability, responsibility, reputation and previous work, of the Vendor, and the amount of other work being carried by the Vendor. All Vendors must meet the following:

2.13.1 Vendor must be a company primarily engaged in water treatment chemicals and services in the technical areas to be serviced for UNK.

2.13.2 In order to be considered, Vendor must have been in business for a minimum of 5 years.

2.13.3 The Vendor must be focused on the development of new technologies.

2.13.4 Vendor’s representatives must have facilities for analysis of water in the field as necessary.

2.14 Vendor Representative

2.14.1 Vendor shall appoint a minimum of one employee (Water Treatment Representative) to represent the Vendor in dealings with UNK. The Water Treatment Representative must have extensive experience in water treatment, including a minimum of five (5) years water treatment experience. The Vendor employees shall be full time employees of the Vendor. Only this individual will represent the Vendor regarding services for this contract unless otherwise specifically authorized. List name, city of residence, educational background, years of experience in the water treatment industry and years with the vendor for each appointed representative.

2.14.2 All Vendor representatives must be safety trained and certified in all aspects of chemical handling associated with water treatment. Documentation must be provided to certify Vendor representative training completion date, and follow-up on-going training.

2.14.3 Vendor shall conduct criminal background investigations at Vendors expense of all Vendor employees assigned to serve the University's water treatment program. Such background checks shall be made to the same degree of thoroughness, as those background checks UNK conducts for newly hired staff at UNK. UNK shall be informed of any Vendor employee (or job candidate Vendor intends to employ) whose background check indicates a history of behavior that might adversely impact his or her work performance or the safety of persons or property at UNK. Any action taken with respect to such employee or potential employee shall be mutually agreed upon by the parties, provided however, should UNK in its sole discretion determine that the employee's past behaviors present an unacceptable risk and if otherwise permitted by law, the employee shall be terminated, or in the case of a job candidate, not be offered employment.

2.14.4 Include an outline of the relevant education that Vendor's employees receive and how many employees have currently received it.

2.15 Annual Business Review

2.15.1 The Vendor must present a yearly review and analysis of the treatment programs, on or before April 1 each year during the Term and a final review ninety (90) days prior to the expiration of the Agreement.

2.15.2 Vendor's representative shall at this time meet with the designated representatives of UNK to discuss all treatment programs, their effectiveness and future objectives which should include:

- Improve program safety and reduce program risk/liability

- Reduce fuel and electrical consumption through improved heat transfer efficiency. This is accomplished 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 and involved sales/service personnel to ensure program success
- Accurately monitor program results and communicate appropriate recommendations with quantifiable business oriented justification. Thoroughly train operating personnel on the implementation and control of the program

2.16 Training

On an annual basis, Vendor shall conduct a minimum of two training seminars for UNK operators and maintenance employees annually. Vendor shall provide training on how to interpret Material Safety Data Sheets; how to administer the treatment programs; proper testing procedures, including how to sample and how to analyze the samples; proper treatment procedures. Training shall include safety procedures for handling all the products used by Vendor and information on how to clean up small spills of the products in accordance with EPA standards and procedures. Training shall be provided on how to run all applicable control tests. Training shall be available for all shifts. Vendor shall provide Material Data Safety Sheets on all materials supplied to UNK. As part of the review described in Section 8 (“Annual Review”) of the Agreement, Vendor shall provide a summary of the training Vendor shall provide to UNK personnel annually.

2.17 Service Level and Response Time

2.17.1 A representative of the Vendor shall visit the campus a minimum of one time each month. The representative must provide continuous service for specific problems should problems occur. The representatives must make emergency visits and shall be available on 24 hour notice and under emergency circumstances should be able to visit the campus within four (4) hours after being notified.

2.17.2 Vendor will provide service the first month or as long as needed to set up their equipment and train UNK personnel on the proper use of Vendor’s products, the residuals required, and all safety procedures for handling the products. After the initial set up period, service will only be required four hours per month. UNK will pay for any extra service UNK needs and ask each Vendor to give UNK a price for a service call.

2.18 Consulting-Services

Vendor agrees to perform the following minimum services:

- 2.18.1 Vendor to make work visits including water analysis every two (2) weeks during the first two (2) months of the operation of the air conditioning systems in the Spring of each year of the contract.
- 2.18.2 Vendor is to make complete inspections of all systems covered by this contract and recommend treatment dosage within thirty (30) calendar days after July 1 during the first year of the Term.
- 2.18.3 Vendor shall be responsible for recommending treatment dosages and methods for protecting idle systems such as laying up of boilers during summer months and laying up of air conditioning systems during winter months. A written procedure will be provided for protecting idle systems.
- 2.18.4 Samples for analysis “on site” shall be taken by the representative and analyzed as follows unless conditions indicate a more frequent testing required.
- | | |
|--|---------|
| Air conditioning systems in excess of 100 tons | Monthly |
| Closed cold water and hot water systems with: | |
| (A) High make up | Monthly |
| (B) Negligible make up | Monthly |
- 2.18.5 Vendor shall physically inspect the cooling tower each time tests are run, to examine for biological growth, foam, sludge, cooling tower deterioration, etc.
- 2.18.6 Vendor shall inspect the boilers and chillers annually, when they open for inspection by UNK, or at any other unscheduled opening. Vendor shall be notified of these openings.
- 2.18.7 Vendor shall submit specific timely written reports after each visit as to the result of the tests, causes, work performed, inspections, instructions, and recommendations. Two (2) copies of these reports shall be submitted, as directed, to the UNK’s Director of Facilities.
- 2.18.8 Vendor shall provide total counseling and/or engineering services as requested by UNK. The Vendor shall have a home office engineering staff available for counseling and/or services if necessary.
- 2.18.9 Vendor shall furnish complete testing equipment and reagents for the use of the operating personnel in conducting regular control tests during contract period, as needed.

- 2.18.10 Vendor must provide corrosion coupons with holders and electronic corrosion probes for installation by UNK in order to monitor the effectiveness of the corrosion protection in the condensing water system and steam condensate system, when applicable.
- 2.18.11 The treatment supplied by the Vendor shall be one that has been prescribed for the water being used. Each package of chemicals shall be labeled including handling instructions and safety precautions.
- 2.18.12 Vendor will provide an Administration Notebook. At the very least, this notebook must contain an outline of the chemical program, all chemical control test procedures, log sheets, product bulletins, materials safety data sheets, feed and control equipment specifications and service reports. Vendor should provide a summary of how Vendor administers and manages a water treatment program. Within sixty (60) days of the Effective date of this Contract, the Vendor shall include a sample of Vendor's Administration Notebook and its contents.

2.19 Vendor Laboratory:

- 2.19.1 Vendor must have laboratory facilities for complete analysis of treated water. The laboratory must have facilities for determining mineral constituents of water by state of the art methods such as wet chemistry, photometric methods and atomic absorption.
- 2.19.2 Vendor shall forward samples to the Vendor's laboratory for complete analysis as necessary and shall be capable of analyzing any deposits and materials removed from systems.
- 2.19.3 An organization's commitment to quality is an indication of its ability to satisfy customer needs. A Vendor's dedication to quality means fewer problems and less risk for UNK's facility. As such, all vendor-manufacturing facilities and labs must be ISO 9000 certified. Vendor should include a copy of the servicing plants ISO certification.

2.19.4 Vendor must have laboratory facilities capable of performing a wide array of analytical work to facilitate monitoring, control, and troubleshooting of UNK systems. Vendor shall provide all laboratory services. Subcontracted work or the use of independent laboratories is not allowed unless specifically authorized. Laboratory services which shall be available include: corrosion coupon analysis, water analysis, deposit analysis, microbiological analysis, ion exchange resin analysis, analex cartridge analysis, fuel oil analysis, infra red spectrophotometer, on-site Corrator (corrosion) analysis, and metallurgical analysis. Vendor should include a sample analytical report for a corrosion coupon analysis, a deposit analysis and a microbiological analysis from a local customer (no need to disclose customer name but location should be evident) as evidence of Vendor's laboratory capabilities.

2.20 Equipment Inspection:

2.20.1 The Vendor shall provide a written statement of the condition of all equipment made available for inspection. All equipment will be made available for inspection within ninety (90) days of the Effective Date. All equipment will be made available for inspection on a yearly basis after the initial inspection. A representative from the Vendor and the University will be present for all inspections.

2.20.2 If, after inspection of the system, a determination is made by a third party representative that descaling, cleaning, and/or repairs to the system is then needed as a result of any insufficient or improper water treatment, then the Vendor shall descale, clean, and/or repair the system at no cost to UNK. Vendor shall supply chemicals to clean on-line boiler. All requirements of state and local authorities, such as boiler inspectors, must be met.

2.21 Monitoring and Control:

2.21.1 The Vendor will provide a comprehensive chemical testing program with written instructions and test procedures for all control tests. The Vendor will provide a summary chart with frequency and time of day for each test and the control range for each test. Computer software will be provided to track all test results and tell UNK operators what adjustments need to be made if a test is out of range. The Vendor will provide a program book at all testing locations with product bulletins, MSDS sheets, testing procedures, and safety information.

2.21.2 Any and all equipment and supplies or services may be tested and/or inspected for compliance with specifications. Items, which are not in conformance with specifications may be rejected and returned at Vendor's expense.

2.22 Special Studies:

Vendor shall conduct corrosion studies in critical systems at least quarterly to ensure program performance. Vendor should outline what other studies it might recommend.

2.23 Water Conservation:

The Vendor shall make an effort to maximize cycles of concentration in both boilers and cooling towers to minimize water, energy and chemical consumption. The Vendor is expected to look for ways to make UNK's water treatment program as efficient as possible.

2.24 Conformance with Health and Environmental Standards:

2.24.1 All chemicals proposed in this specification shall be acceptable for use in the State of Nebraska and approved by UNK.

2.24.2 Vendor shall warrant that the chemicals used in the water treatment program will not endanger the health or safety of persons coming into contact with the materials and will not damage real property as long as the Vendor's instructions are followed.

2.24.3 Vendor agrees to take back and issue full refund for unopened or undamaged packages of materials that become unlawful for use in Buffalo County, Nebraska or unnecessary for treatment at UNK during the life of the contract.

2.24.4 All necessary licenses and permits to operate in the State of Nebraska, City of Kearney and Buffalo County must be obtained by the successful Bidder.

2.24.5 All items or services to be furnished hereunder shall meet all applicable requirements of the Occupational Safety and Health Standard Act (OHSA), United States Environmental Protection agency (EPA), and any applicable State requirements with references to employee and or occupant safety and health. Any chemical or product provided by the contractor must be United States Department of Agriculture (USDA) approved for its intended use. If product will come into contact with edible food items, product must be approved for such use by USDA and be so identified on all labeling. 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 in the Vendor's proposal. Products containing chromates or any suspected carcinogen will not be included in any item or product in any formulation. If at any later date, the items or services contained herein shall not meet all applicable State and Federal requirements after the Vendor is awarded the contract, hereunder, the Vendor must notify UNK's Director of Facilities immediately by registered mail.

2.24.6 In the event any governmental restrictions are imposed which would necessitate alternation of the material, quality, workmanship or performance of the items offered in this proposal prior to their delivery, it shall be the responsibility of the successful Vendor to notify UNK's Director of Facilities at once indicating in writing the specific regulation which requires an alteration. UNK reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby.

2.24.7 Vendor must provide Material Safety Data Sheets to ensure a safe work environment for UNK personnel and to comply with all state and federal laws concerning the handling of hazardous materials. UNK requires that a Material Safety Data Sheet accompany all first time orders and that the Vendor operate an in house 24-hour, 7 day per week emergency phone number which can be called for emergency information regarding chemical spills and/or accidents involving Vendor's products. Vendor should provide a summary of Vendor's Material Safety Data Sheet Program and include Vendor's emergency phone number and a sample copy of Vendor's Material Safety Data Sheet for a TOWER INHIBITOR you might use at UNK's facilities.

2.24.8 All discharges into the sewage system from cooling tower bleed-off, boiler blowdown or system draining must meet all standards of the local municipality, the State of Nebraska, and any Federal regulations that apply.

2.25 Chemical Storage Requirements:

2.25.1 Storage container material of construction must be sturdy material, which cannot be punctured easily. It must have an appropriate lining if storing corrosive chemical material.

2.26 Chemical Delivery Requirements:

- Chemical transport equipment must comply with DOT requirements for transporting hazardous material.
- Chemical transport equipment brought on site must be made of sturdy material. If it leaks, the Vendor is responsible for clean up at no cost to UNK.
- No empty or full chemical transport equipment is to be stored on-site except with UNK permission.
- Deliveries must be made by chemical handlers who are:
Certified in HAZMAT compliance
Equipped with items required to handle spills and any unexpected incidents
- Chemicals must be transportable up steps if needed.

- Chemicals must be delivered within 10 days of order. In emergency situations, UNK needs to be able to receive the chemical within 24 hours of the order.
- All chemical orders will be shipped F.O.B. University of Nebraska at Kearney destination freight prepaid.
- Deliveries of Water Treatment supplies must be between the hours of 8:00 A.M. and 5:00 P.M. CST Monday through Friday at the University of Nebraska at Kearney Central Utility Plant, 1421 University Drive, Kearney Nebraska.

2.27 Product

The Vendor shall warrant that the chemicals used in the water treatment program shall have no detrimental effect on the metallic materials in the equipment being treated. This warranty shall also include maintaining those conditions least conducive to degradation of cooling towers and heat exchanger materials.

2.28 Right of University to Return Merchandise:

In the event the contract expires or is terminated, the Vendor agrees to accept and reimburse UNK the full price for all unused chemicals, steam line treatments, cooling tower treatments, algacides, closed system treatments and any other chemicals or equipment covered by this contract and to pay freight charges involved in the return of these chemicals to the Vendor.

2.29 Basis of Price Quotation:

2.29.1 Except for Annual Percentage Price Increases, requests for price changes must be accompanied by sufficient documentation and justification to warrant changes to the Annual Cost Structure. Failure to come to agreement on equitable price changes will not relieve the Vendor of fulfilling his obligations under the terms and existing prices of this Agreement for the balance of the Term. Any requests for price changes must be made at least thirty (30) days before the proposed effective date.

2.30 Annual Cost Structure:

In order to make an award, it is necessary to establish an estimated total annual cost of service and annual cost of the required chemicals to maintain specifications identified in the RFP. This will be based upon the net prices of each product recommended for treatment in the proposal multiplied by the estimated annual quantity required. This must be as accurate as possible based upon the information supplied in the solicitation and information obtained on the site visit. This contract is subject to termination if this estimate proves inaccurate without proper justification. Vendor to complete EXHIBIT B – BID SHEET.

2.31 Structure of Proposal

Vendor should include in the proposal a recommended treatment program of the equipment listed in APPENDIX “I” – EQUIPMENT.

2.32 Quantities Required

The price contract established from this specification has no guarantee of minimum purchases.

2.33 Payment

The total sum of the yearly contract will be divided into equal monthly amounts and the Vendor will invoice the University monthly for payments at the end of each month’s services.

SECTION 3: Proposal Submittal Requirements

3.1 Submittals and Bid Opening

One (1) electronic copy of any proposal in response to this RFP must be received by UNK no later than the date and time set forth on the cover of this RFP in accordance with the instructions in Section 3.2 below. At that time, the proposals will be opened publicly. No proposals received after the opening time will be considered. All proposals submitted, along with any exhibits, addenda or modifications, shall be the property of UNK.

3.2 Submitting of Proposal

3.2.1 Email: submit your proposal to Scott Benson, bensonsa1@unk.edu. In the subject line, include the “RFP Number” and “Title of Submittal”. OR

3.2.2 Mail: Each Vendor is responsible for making sure their proposal is properly addressed/identified. In order to assure proper processing and receipt, your bid submittal should be returned on a flash drive in a sealed envelope (or parcel) and delivered to/addressed as follows: **University of Nebraska at Kearney, Procurement & Payment Services, 2504 9th Ave, Kearney, NE 68849-1240** along with the applicable “RFP Number” and “Title of Submittal” to which you are responding. OR

3.2.3 In person: If you are delivering your proposal in person, it should be on a flash drive in a sealed envelope, submitted and labeled in the above manner, and given to an authorized member of the Procurement & Payment Services staff. This provides immediate submittal identification.

3.3 Vendor Questions, Clarifications, and Addenda Interpretation

3.3.1 It is the responsibility of each Vendor to become familiar with the project requirements. Lack of knowledge concerning the project requirements will not relieve Vendors of the conditions required as responsive to this RFP.

3.3.2 Except in the course of preliminary onsite meeting open to all interested parties, should one be held, no interpretation related to the requirements of this RFP will be made verbally to any Vendor by UNK. Any request for interpretation shall be put in writing and faxed or e-mailed by the Vendor and addressed to:

Scott Benson
Procurement & Payment Services
University of Nebraska at Kearney
Kearney, Nebraska 68849-1240

FAX (308) 865-8668
E-mail: bensonsa1@unk.edu

3.3.3 In order to be given consideration, any requests for interpretation must be received no later than April 5, 2021. Any and all interpretations and any supplemental instructions provided by UNK shall be in the form of a written addenda to the Request for Proposal, which if issued, will be mailed, e-mailed or faxed to all known interested parties or Vendors, or such other form of communication as UNK deems reasonably likely to reach interested parties; provided however, that Vendors who were notified of this RFP by accessing the UNK Office of Procurement & Payment Services website are responsible to check the website from time-to-time in order to inform themselves of any addenda to the RFP. The Vendor, not UNK, is responsible to secure notification and delivery of any addenda. Failure of any Vendor to receive any addenda or other information released by UNK after the initial distribution of this RFP shall not relieve the Vendor from the obligations specified in addenda or other releases. All addenda shall be incorporated in the RFP to the same effect as if they were set out in the initial RFP release.

3.3.4 The Vendors are solely responsible for providing their correct mailing addresses, email addresses and fax numbers for any response to inquiries. UNK is not responsible for lost or undeliverable responses.

3.4 Cost of Preparation

UNK will not be responsible for any costs incurred in preparation of the Vendor's proposal.

3.5 Vendor Qualification

UNK may make any investigations deemed necessary or request any documentation to evaluate the ability of the Vendor to perform the specifications of this RFP. The Vendor shall furnish UNK with pertinent information and data upon request. UNK reserves the right in its sole discretion to reject any bid based on the facts resulting from an investigation which indicate that a Vendor: (a) is not properly qualified to carry out the obligations of any contract awarded; or (b) presents a public image not in keeping with the professional standards and reputation which UNK expects. Conditional proposals will not be accepted.

3.6 Exceptions

Any exceptions with respect to any requirement of this RFP must be specified in writing as part of the submitted proposal. Specific reference must be made to the paragraph numbers and other identifying criteria with respect to any exceptions proposed by the Vendor. Generally, UNK will not look favorably upon the request for any exceptions. However, UNK recognizes that in certain instances, an exception may be appropriate, and therefore, will consider and reserves the right to grant exceptions when UNK deems such exceptions promote its best interests. Conditional proposals will not be considered. Unless the exceptions are stated with the proposal at the time of its submission, no further consideration of the exceptions exist and the Vendor will be held responsible for compliance to the detail of all specifications, terms and conditions in this RFP.

3.7 Bid Evaluation and Award

- 3.7.1 A signed response shall be considered an offer on the part of the Vendor. Such offer shall be deemed accepted upon issuance, by UNK, of purchase orders, contract award notifications, or other documents appropriate to the work.
- 3.7.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the Bid Deadline, and each Vendor so agrees in submitting the bid.
- 3.7.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 3.7.4 The bid will be awarded to the lowest responsible, responsive Vendor whose bid will be most advantageous to UNK, and as UNK deems will best serve the requirements and interest of UNK.
- 3.7.5 A tie bid occurs when two or more bids are received with the same unit price and are of equal quality. In accordance with the provisions of Neb. Rev. Stat., § 73-101.01, when a University contract is to be awarded to the lowest possible Bidder, a resident Bidder shall be allowed a preference over a non-resident Bidder from a state which gives or requires a preference to Bidders from that state. Reference: Board of Regent Policy RP-6.2.1.10 Resident Bidder Preference. Tie bids involving two or more Nebraska Bidders will be resolved by a witnessed, coin toss.
- 3.7.6 UNK reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups or “lump sum”; to wave minor irregularities in bids; all as shall best serve the requirements and interests of UNK.
- 3.7.7 In order to determine if the Vendor has the experience, qualifications, resources and necessary attributes to provide quality workmanship, materials and management required by the plans and specifications, the Vendor may be required to complete and submit additional information as deemed necessary by UNK. Failure to provide the information requested to make this determination may be grounds to declare such Vendor non-responsive and may result in disqualification.

- 3.7.8 UNK reserves the right to waive any irregularity or other requirement, which it deems does not materially affect the selection process. Factors that may be considered include, but are not limited to, clarity and responsiveness, conformity with bid specifications, cost effectiveness, design, delivery, installation, the specific needs of the UNK community, Vendor's reputation and/or past performance, quality of goods and/or services offered to UNK, technical performance, installation, and ability to expand with UNK's needs. UNK reserves the right to reject any irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 3.7.9 University System Participation: Other University campuses or state agencies may wish to explore the possibility of sharing in the benefits of the RFP and its resultant contract.
- 3.7.10 Submissions will be evaluated, and the contract, if any, awarded and performed in compliance with all relevant UNK policies.
- 3.7.11 No representative of a Vendor should directly or indirectly contact any member of the evaluation committee, or any faculty or staff member concerning this bid, unless permission is explicitly given to the Vendor by the Director of Procurement Services, for the purposes of providing additional information or facilitating the evaluation. Any attempt by a Vendor to contact a member of the evaluation committee or any other faculty or staff member about this bid without proper authorization can lead to disqualification.
- 3.7.12 UNK reserves the right to request additional information from a Vendor in any format which UNK deems necessary to evaluate the proposals, including formal Q & A or meetings and presentations. The evaluation may include subjective assessment of the proposal materials, including factors not listed specifically in this bid.
- 3.7.13 Vendors may be required to submit samples of any item or product offered in response to this bid. Each sample must be clearly identified with the name of the Vendor, name of the manufacturer, or other information, if requested, relevant to the evaluation of the sample.
- 3.7.14 UNK reserves the right to conduct discussions and negotiations with any or all respondents to this bid, concerning any element of or response to this bid, for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of work, design, schedule and price.

- 3.7.15 Upon completion of the evaluation process, Vendors will be notified via email or letter, of the identity of the successful Vendor. If for any reason, UNK and the successful Vendor fail to finalize a contract, UNK reserves the right to attempt to enter into a contract with the next most responsive Vendor(s), based on evaluation results.
- 3.7.16 UNK reserves the right to reject all proposals received and discontinue the evaluation and selection process at any time. UNK also reserves the right to re-solicit proposals in response to this bid or any amendment to this bid. If no responsive bids are received, UNK reserves the right to negotiate with any firm in order to substantially fulfill the bid under such terms and conditions as UNK deems best serve its needs.

SECTION 4: PROPOSAL SCHEDULE

Issue Date of RFP	March 19, 2021
Site Visit	March 29, 2021
Deadline for Questions	April 5, 2021
Deadline for Receipt of Proposals	April 15, 2021
Estimated Delivery/Installation	July 1, 2021

SECTION 5: LIST OF EXHIBITS and APPENDICIES

Exhibit A: Equal Opportunity Clause and Certification of Non-Segregated Facilities

Exhibit B: Bid Sheet

Exhibit C: Sample Agreement

Exhibit D: References

Appendix I: Equipment

Appendix II: University of Nebraska at Kearney Terms & Conditions

Appendix III: Water Sample

University of Nebraska at Kearney
Bid #21-02

EXHIBIT A – Equal Opportunity

UNIVERSITY OF NEBRASKA
EQUAL OPPORTUNITY CLAUSE AND CERTIFICATION OF
NON-SEGREGATED FACILITIES

Unless otherwise exempted by rules, regulations or orders issued under Executive Order 11246, during the performance of each order received from the Buyer:

“(1) The Contractor will not discriminate against any employee or applicant of employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

“(2) The contractor will, in all solicitations or advertisement of employees placed by or on behalf o the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

“(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers’ representative of the contractor’s commitments under Section 202 of Executive Order No. 11246 of Sept. 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

“(4) The contractor will comply with all provision of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

“(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

“(6) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contractor with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of Sept. 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

“(7) The Contractor will include the provisions of Paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 24 of Executive Order No. 1 1246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Seller certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and the he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in this certification. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, or color or national origin, because of habit, local custom or otherwise.

During the performance of furnishing goods or services as stipulated in any purchase order, contract, or agreement whether written or verbal, the contractor agrees that the concern presented will comply with the provision of 41 CFR 60-741.4 relating to employment of the Handicapped and 41 CFR 50-250.3 relating to employment of Disabled Veterans and Vietnam Era Veterans.

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Moreover, if annual sales to the University of Nebraska exceeds \$50,000, I certify that our firm has on file an Affirmative Action Compliance Program,” dated _____, or that our firm is exempt for the following reason: _____

During the performances of furnishing goods or services as stipulated in any purchase order, contract, or agreement whether written or verbal, the undersigned certifies that the concern represented will comply with the provisions of Executive Order 11246 as amended, and all rules, regulations and relevant orders of the Secretary of Labor, and will incorporate by reference in each contract and in each order which is within the scope of the regulations the clause relating to Equal Opportunity contained in 41 CFR 60-1.4, and the clauses relating to Employment of the Handicapped contained in 41 CFR 60-741.4, and Employment of Disabled and Vietnam Era Veterans, 41 CFR 50-250.3. The concern further agrees to comply with all existing federal, state and city legislation Prohibiting discrimination in all phases of its performances and certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Firm	Address	City	State	Zip
Signature of Authorized Representative	Title	Date		

Federal I.D. # _____

Please Return to: University of Nebraska at Kearney, Procurement and Payment Services, 2504 9th Ave, Kearney, NE 68849-1240

**EXHIBIT B – BID SHEET
RFP #21-02**

Cooling Towers Product Cost – Year 1

Total cost for Scale/Corrosion Inhibitor _____

Total cost for Dispersant _____

Total cost for Biocide #1 C-2189 _____

Total cost for Biocide #2 C1-2150 _____

Total cost for Anti Foam _____

Total cost for all tower chemicals for one year _____

Closed Loops

All closed loop systems are to be considered 90% tight with no more than 10% loss of water during the year. UNK uses a polymer closed loop treatment.

Total not to exceed price for treatment of closed loop systems.

Type of closed loop treatment used _____

Closed loop treatment to maintain residual of _____% in system.

Each closed loop will be checked every 3 months to make sure residual is maintained and corrosion is not taking place. _____ Yes _____ No

Cope Memorial Fountain Year 1

Provide the annual cost of 5 – 50 lb. buckets of Bromine tablets for the Copeland Memorial Fountain.

Cost of a 50 lb bucket \$ _____ Annual Total for 5 – 50 lb buckets \$ _____

Annual Service Cost

Having carefully examined the bid document entitles:

Water Treatment Services
University of Nebraska at Kearney
Kearney, Nebraska 68849

as well as the premises and conditions, effecting the work, the undersigned proposed to furnish all labor and materials and to perform all work required by and in strict accordance with said document for a period of 5 years with an annual cost of:

July 1, 2021 - June 30, 2022	\$
July 1, 2022 - June 30, 2023	\$
July 1, 2023 - June 30, 2024	\$
July 1, 2024 - June 30, 2025	\$
July 1, 2025 - June 30, 2026	\$
Total 5-year cost	\$

WATER TREATMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective the ___ day of _____, 20___, (“Effective Date”) by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and governing body of the University of Nebraska, for and on behalf of the University of Nebraska at Kearney (“UNK”), and _____ (“Contractor”). The parties may be referred to individually herein as a “party” and collectively as the “parties.”

WHEREAS, UNK issued a Request for Proposals dated _____ (the "RFP"), seeking written proposals from qualified firms for Water Treatment Service (defined below); and

WHEREAS, Contractor submitted a response to the RFP dated _____; and

WHEREAS, upon evaluation of all firms submitting proposals, UNK selected Contractor for the management and maintenance of its Water Treatment Service (defined below).

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Term of Agreement:**

- 1.1 This Agreement shall be effective upon the Effective Date, with Contractor's providing the water treatment programs and associated services described in this Agreement (the “Water Treatment Service”) beginning on _____, 20___, unless an alternate date is mutually agreed upon by the parties.
- 1.2 Unless sooner terminated, this Agreement shall continue in full force and effect until midnight on _____, 20___ (the "Initial Term"). This Agreement may be extended for additional ___ () one (1) year periods thereafter upon written agreement of both parties (the “Renewal Term,” whether one or more). The Initial Term and the Renewal Term are collectively referred to herein as the “Term.”
- 1.3 If this Agreement is not extended for an additional Renewal Term, UNK may extend the Agreement without modification up to one hundred twenty (120) days to allow for rebidding.

2. **Termination of Agreement by UNK:**

- 2.1 Except as provided in Section 2.2 below, this Agreement may be terminated by UNK at any time, with or without cause, by giving the other party not less than thirty (30) days written notice prior to the date of termination.

- 2.2 UNK shall have the right to terminate this Agreement immediately upon the bankruptcy of Contractor or initiation of bankruptcy proceedings by or against Contractor (whether voluntary or involuntary) or for acts by Contractor or any of its individual directors, officers or employees in the performance of this Agreement that are in violation of any criminal law. Upon Contractor's receipt of UNK's written notice of termination, termination under this Section 2.2 shall be effective in accordance with the terms of such notice.
- 2.3 UNK may terminate this Agreement if the Contractor fails to perform on one or more of its material obligations under this Agreement and such breach continues for a period of thirty (30) days after notice from UNK to Contractor; or if such breach cannot be cured reasonably within such thirty (30) day period and Contractor fails to commence to cure such breach within thirty (30) days after notice from UNK or fails to proceed diligently to cure such breach within a reasonable time period thereafter, which shall not exceed sixty (60) days..
- 2.4 Termination of this Agreement shall not affect any right of UNK which accrues prior to such termination.
- 2.5 If this Agreement is terminated for any reason other than bankruptcy or violation of a criminal law as provided in Section 2.2, Contractor shall, at the option of UNK, continue to operate and maintain Water Treatment Service in accordance with the terms and conditions of this Agreement until another Water Treatment Service contractor or UNK assumes actual operation of Water Treatment Service, provided Contractor shall not perform in this interim capacity for more than six (6) months following receipt of Contractor's notice of the termination.

3. **Termination of Agreement by Contractor:**

- 3.1 Without limiting its rights under Section 25 ("Indemnification"), the Contractor will have the right to terminate this Agreement upon thirty (30) days prior written notice to UNK upon the occurrence of one or more of the following events:
- (a) UNK fails to perform one or more of its material obligations under this Agreement and such breach continues for a period of thirty (30) days after notice from Contractor to UNK; or if such breach cannot be cured reasonably within such thirty (30) day period and UNK fails to commence to cure such breach within thirty (30) days after notice from Contractor or fails to proceed diligently to cure such breach within a reasonable time period thereafter, which shall not exceed sixty (60) days..
 - (b) If UNK is unable to pay its liabilities when due, shall make an assignment for

the benefit of creditors or shall file voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or if a receiver is appointed for UNK's business or property, or if a trustee in bankruptcy or insolvency shall be appointed under the laws of the United States of America or any state.

3.2 If the Contractor elects to terminate this Agreement as provided for in this Section 3, without prejudice to any other rights or remedies available to Contractor, any amounts due prior to termination shall survive termination.

4. **Request for Proposal:**

4.1 The Request for Proposal (RFP) UNK-_____ and the Response by Contractor dated _____ are incorporated herein by this reference, and are included as part of this Agreement. Any references in the RFP's standard terms and conditions to the "successful bidder" or the "bidder" shall have the same meaning as the term "Contractor" in this Agreement, and any references to "University" or "UNK" in the standard terms and conditions shall mean "UNK" for the purposes of this Agreement.

5. **Contractor's General Rights and Responsibilities:**

5.1 Contractor shall provide the water treatment chemicals required for water treatment and/or testing of air conditioning systems, boilers, softeners, deironizers, and related equipment. In addition, Contractor shall provide all chemical products, any required equipment, and professional consulting services. The chemicals provided for UNK shall be stated in the Contractor's percentages of active and inert compounds.

5.2 Contractor shall provide a program of water treatment which shall provide complete protection for condenser water systems and cooling towers; chillers and chilled water systems; hot water boilers and steam converters; closed loop hot water systems and heat exchangers, while maximizing efficiency and performance.

5.3 Contractor shall provide a program of water treatment that prevents scale, excessive sludge, deposits, corrosion, pitting, and biological growths. Contractor guarantees the chemical program and Contractor's consulting services to produce systems that are relatively free of scale, excessive sludge, deposits, corrosion, pitting, and biological deposits, pitting, and biological growths, when treatment is administered in accordance with the Consultant's directions and recommendations. At any time during the Term when a malfunction of a system indicates a possible failure of the water treatment, UNK may require a mutual examination of the system by a representative of UNK, a representative of Contractor, and mutually agreed upon third party representatives. If, after inspection of the system, a determination is made by a third-party representative that descaling, cleaning, and/or repairs to the system is needed as a result of any insufficient or improper water treatment, Contractor shall descale, clean, and/or repair the system at no cost to UNK. Contractor shall supply

chemicals to clean the on-line boiler. All requirements of state and local authorities, such as boiler inspectors, must be met.

- 5.4 Contractor shall provide a program of water treatment as required in this Agreement for the equipment listed in **Attachment A**, which is attached hereto and incorporated herein.

6. **Contractor Representatives:**

- 6.1 From time-to-time Contractor shall designate, subject to UNK's right to interview and approve such designation, a representative of Contractor to serve as UNK's water treatment representative ("Water Treatment Representative"). The Water Treatment Representative shall have authority to independently and effectively resolve issues and problems related to UNK's water treatment program. As of the Effective Date of this Agreement, [name], [position] is designated as the Water Treatment Representative. As part of UNK's water treatment program review, Contractor and UNK will evaluate the performance of the Water Treatment Representative.
- 6.2 The person selected by Contractor as the Water Treatment Representative to UNK must have extensive experience in water treatment, including a minimum of five (5) years water treatment experience. Contractor representatives, including the Water Treatment Representative, must be safety trained and certified in all aspects of chemical handling associated with water treatment. Documentation must be provided to UNK to certify Contractor's representatives' training completion dates and follow-up and on-going training.
- 6.3 Contractor shall conduct criminal background investigations at Contractor's expense of all Contractor employees assigned to serve the University's water treatment program. Such background checks shall be made to the same degree of thoroughness, as those background checks UNK conducts for newly hired staff at UNK. UNK shall be informed of any Contractor employee (or job candidate Contractor intends to employ) whose background check indicates a history of behavior that might adversely impact his or her work performance or the safety of persons or property at UNK. Any action taken with respect to such employee or potential employee shall be mutually agreed upon by the parties, provided however, should UNK in its sole discretion determine that the employee's past behaviors present an unacceptable risk and if otherwise permitted by law, the employee shall be terminated, or in the case of a job candidate, not be offered employment.
- 6.4 Contractor and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

6.5 All Contractor's employees while on campus (e.g. drivers, and service and repair personnel) shall be identifiable as Contractor's employees by wearing Contractor logo- identifiable uniforms with visible photo ID badges, issued by Contractor, attached to the uniform. The Contractor's employees must be prepared to show identification while working on the UNK campus. The Contractor employee uniforms are to be provided by the Contractor at Contractor's expense, must easily and appropriately identify the Contractor and employees by name. Contractor's employees may be required, at Contractor's expense to be issued UNK ID Cards designating the Contractor's employee as a contracted vendor of UNK.

7. **Representations, Warranties and Covenants:**

7.1 University Representations. The University represents, warrants, and covenants to the Contractor that:

- (a) It has full power and authority to enter into this Agreement and to grant and convey to the Contractor the rights set forth herein.
- (b) All necessary approvals for the execution, delivery, and performance of this Agreement have been obtained. It has duly executed and delivered this Agreement, which now constitutes its legal and binding obligation enforceable in accordance with its terms.
- (c) Except as otherwise provided in this Agreement, the University has not entered into and during the Term shall not enter into other agreements which would prevent it from complying with the provisions of this Agreement or any agreement granting rights that are inconsistent with the rights granted by it to Contractor pursuant to this Agreement.

7.2 Contractor Representations: The Contractor represents, warrants, and covenants to the University that:

- (a) It has the full power and authority to enter into and perform this Agreement.
- (b) It has obtained all necessary approvals for the execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which now constitutes its legal and binding obligation enforceable in accordance with its terms.
- (c) It has not entered into and during the Term shall not enter into any other agreements which would prevent it from fully complying with the provisions of this Agreement.
- (d) It will require compliance with the relevant provisions of this Agreement by

any of Contractor's subcontractors or suppliers.

8. **Water Treatment Service Review:**

- 8.1 Contractor must present an annual review and analysis of the treatment programs on or before April 1 each year during the Term (the "Annual Review") and a final review ninety (90) days prior to the expiration of the Agreement.
- 8.2 The Annual Review shall include a detailed review Contractor's performance. Benchmark measurements for performance and performance comparison analyses based upon such benchmarks shall be established by the parties and reviewed over the Term as part of the Annual Review. The Contractor shall submit to UNK Contractor's report of strategies and planning goals for the ensuing calendar year.
- 8.3 As part of the Annual Review, Contractor shall meet with the designated representatives of UNK to discuss all treatment programs, their effectiveness and future objectives which shall include:
- (a) Improve program safety and reduce program risk/liability.
 - (b) Reduce fuel and electrical consumption through improved heat transfer efficiency. This is accomplished by minimizing scale, corrosion, fouling, and microbiological growth, which create deposits on heat transfer surfaces.
 - (c) Minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale, corrosion, fouling or microbiological activity.
 - (d) Provide professional, knowledgeable, and involved sales/service personnel to ensure program success.
 - (e) Accurately monitor program results and communicate appropriate recommendations with quantifiable business-oriented justification. Thoroughly train UNK operating personnel on the implementation and control of the program.
 - (f) Any other information reasonably requested by UNK.

9. **Training:**

- 9.1 Contractor shall conduct a minimum of two training seminars for UNK operators and maintenance employees annually. Contractor shall provide training on how to interpret Material Safety Data Sheets; how to administer the treatment programs; proper testing procedures, including how to sample and how to analyze the samples; proper treatment procedures. Training shall include safety procedures for handling all the products used by Contractor and information on how to clean up small spills

of the products in accordance with EPA standards and procedures. Training shall be provided on how to run all applicable control tests. Training shall be available for all shifts. Contractor shall provide Material Data Safety Sheets on all materials supplied to UNK. As part of the review described in Section 8 (“Annual Review”), Contractor shall provide a summary of the training Contractor shall provide to UNK personnel annually.

10. **Service Level and Response Time:**

- 10.1 The Water Treatment Representative shall visit UNK a minimum of one time each calendar month. The Water Treatment Representative must provide continuous service for specific problems should problems occur, at no additional charge. The Water Treatment Representative must make emergency visits and shall be available on 24-hour notice and under emergency circumstances should be able to visit UNK within four (4) hours after being notified.
- 10.2 Contractor shall set up Contractor's equipment and train UNK personnel on the proper use of Contractor's products, the residuals required, and all safety procedures for handling the products. After the initial set up period, service will only be required for four (4) hours per month. UNK will pay for any extra service requested by UNK at a rate of \$100/hour. In the event Contractor seeks reimbursement for travel expenses to UNK, the Contractor will comply with University of Nebraska Travel Policy (accessible at <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>).

11. **Consulting Services:**

Contractor shall perform the following minimum services:

- 11.1 Contractor shall complete site visits including water analysis every two (2) weeks during the first two (2) months of the operation of the air conditioning systems during the Spring of each year of the Term.
- 11.2 Contractor shall complete inspections of all systems covered by this Agreement and recommend treatment dosage within thirty (30) calendar days after July 1 during the first year of the Term.
- 11.3 Contractor shall be responsible for recommending treatment dosages and methods for protecting idle systems such as laying up of boilers during summer months and laying up of air conditioning systems during winter months.
- 11.4 Samples for analysis "on site" shall be taken by the Water Treatment Representative and analyzed as follows unless conditions indicate a more frequent testing is required.

Air conditioning systems in excess of 100 tons Monthly
Closed cold water and hot water system with:

(A) High make up	Monthly
(B) Negligible make up	Monthly

- 11.5 Contractor shall physically inspect the cooling tower each time tests are run to examine for biological growth, foam, sludge, and cooling tower deterioration.
- 11.6 Contractor shall inspect the boilers and chillers annually, when they open for inspection by UNK, or at any other unscheduled opening. Contractor shall be notified of these openings.
- 11.7 Contractor shall submit specific timely written reports after each visit as to the result of the tests, causes, work performed, inspections, instructions, and recommendations. Two (2) copies of these reports shall be submitted, as directed, to UNK's Director of Facilities.
- 11.8 Contractor shall provide total counseling and/or engineering services as requested by UNK. Contractor shall have a home office engineering staff available for counseling and/or services if necessary.
- 11.9 Contractor shall furnish complete testing equipment and reagents for the use of the operating personnel in conducting regular control tests during the Term, as needed.
- 11.10 Contractor must provide corrosion coupons with holders and electronic corrosion probes for installation by UNK to monitor the effectiveness of the corrosion protection in the condensing water system and steam condensate system, when applicable.
- 11.11 The treatment supplied by Contractor shall be one that has been prescribed for the water being used. Each package of chemicals shall be labeled including handling instructions and safety precautions.
- 11.12 Contractor shall provide an Administration Notebook. At a minimum, this Notebook must contain an outline of the chemical program, all chemical control test procedures, log sheets, product bulletins, materials safety data sheets, feed and control equipment specifications and service reports. Contractor shall provide a summary of how Contractor administers and manages a water treatment program. Within sixty (60) days of the Effective Date of this Agreement, the Contractor shall provide an Administration Notebook to UNK.

12. **Contractor's Laboratory:**

- 12.1 Contractor shall have laboratory facilities for complete analysis of treated water. The laboratory must have facilities for determining mineral constituents of water by state-of-the-art methods such as wet chemistry, photometric methods and atomic absorption.

- 12.2 Contractor shall forward samples to the Contractor's laboratory for complete analysis as necessary and shall be capable of analyzing any deposits and materials removed from systems.
- 12.3 Contractor's facilities and labs must be ISO 9000 certified. Contractor shall provide a copy of the servicing plants' current ISO certification.
- 12.4 Contractor shall have laboratory facilities capable of performing a wide array of analytical work to facilitate monitoring, control, and troubleshooting of UNK systems. Contractor shall provide all laboratory services. Subcontracted work or the use of independent laboratories is not allowed unless specifically authorized in writing by UNK. Laboratory services which shall be available include: corrosion coupon analysis, water analysis, deposit analysis, microbiological analysis, ion exchange resin analysis, analex cartridge analysis, fuel oil analysis, infra-red spectrophotometer, on-site Corrator (corrosion) analysis, and metallurgical analysis.

13. **Equipment Inspection:**

- 13.1 Contractor shall provide a written statement of the condition of all equipment made available for inspection, a complete listing of which is attached hereto and incorporated herein as **Attachment A**. All equipment will be made available for inspection within ninety (90) days of the Effective Date. All equipment will be made available for inspection on a yearly basis after the initial inspection. Contractor and UNK will be present for all inspections.

14. **Monitoring and Control:**

- 14.1 Contractor shall provide a comprehensive chemical testing program with written instructions and test procedures for all control tests. Contractor shall provide a summary chart with frequency and time of day for each test and the control range for each test. Computer software shall be provided to track all test results and tell UNK operators what adjustments need to be made if a test is out of range. Contractor shall provide a program book at all testing locations with product bulletins, MSDS sheets, testing procedures and safety information.
- 14.2 Any and all equipment and supplies or services may be tested and/or inspected for compliance with specifications. Items which are not in conformance with specifications may be rejected and returned at Contractor' expense.

15. **Special Studies:**

- 15.1 Contractor shall conduct corrosion studies in critical systems at least quarterly to ensure program performance.

16. **Water Conservation:**

16.1 Contractor shall make an effort to maximize cycles of concentration in both boilers and cooling towers to minimize water, energy and chemical consumption. Contractor is expected to look for ways to make UNK's water treatment program as efficient as possible.

17. **Conformance with Health and Environmental Standards:**

17.1 All chemicals used shall be acceptable for use in the State of Nebraska and approved by UNK.

17.2 Contractor warrants that the chemicals used in the water treatment program will not endanger the health or safety of persons coming into contact with the materials and will not damage real property as long as Contractor's instructions are followed.

17.3 Contractor agrees to take back and issue a full refund for unopened or undamaged packages of materials that become unlawful for use in Buffalo County, Nebraska or unnecessary for treatment at UNK during the Term.

17.4 All necessary licenses and permits to operate in the State of Nebraska, City of Kearney, and Buffalo County must be obtained and maintained by Contractor.

17.5 All items or services to be furnished hereunder shall meet all applicable requirements of the Occupational Safety and Health Standard Act (OHSA), United States Environmental Protection Agency (EPA), and any applicable State requirements with references to employee and/or occupant safety and health. Any chemical or product provided by Contractor must be United States Department of Agriculture (USDA) approved for its intended use. If product will come into contact with edible food items, product must be approved for such use by USDA and be so identified on all labeling. Contractor will maintain compliance with all State and Federal regulations and will register all chemicals and services provided to UNK with state and federal agencies. Products containing chromates or any suspected carcinogens will not be included in any item or product in any formulation. If at any later date the items or services contained herein shall not meet all applicable State and Federal requirements, Contractor must notify UNK's Director of Facilities immediately by both phone and registered mail.

17.6 In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this Agreement prior to their delivery, it shall be the responsibility of Contractor to notify UNK's Director of Facilities at once indicating in writing the specific regulation which requires an alteration. UNK reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby.

- 17.7 Contractor must provide Material Safety Data Sheets to ensure a safe work environment for UNK personnel and to comply with all state and federal laws concerning the handling of hazardous materials. UNK requires that a Material Safety Data Sheet accompany all first-time orders and that Contractor operate an in-house 24-hours, 7 days per week emergency phone number (_____) which can be called for emergency information regarding chemical spills and/or accidents involving Contractor's products.
- 17.8 All discharges into the sewage system from cooling tower bleed-off, boiler blowdown or system draining must meet all standards of the local municipality, the State of Nebraska, and any federal regulations that apply.

18. **Chemical Storage and Handling Requirements:**

18.1 Chemical Storage Requirements

- (a) Storage container material must be constructed of a sturdy material which cannot be punctured easily. It must have an appropriate lining if storing corrosive chemical material.

18.2 Chemical Delivery Requirements

- (a) Chemical transport equipment must comply with DOT requirements for transporting hazardous material.
- (b) Chemical transport equipment brought on-site must be made of sturdy material. If it leaks, Contractor is responsible for clean up at no cost to UNK.
- (c) No empty or full chemical transport equipment is to be stored on-site except with UNK's written permission.
- (d) Deliveries must be made by chemical handlers who are certified in HAZMAT compliance and equipped with items required to handle spills and any unexpected incidents.
- (e) Chemicals must be transportable up steps if needed.
- (f) Chemicals must be delivered within ten (10) days of order. In emergency situations, UNK must receive the chemicals within 24-hours of the order.
- (g) All chemical orders shall be shipped F.O.B. University of Nebraska at Kearney destination, freight prepaid.
- (h) Deliveries of water treatment supplies must be between the hours of 8:00 AM. and 5:00 P.M. CST Monday through Friday at the University of Nebraska at

Kearney Central Utility Plant, 1421 University Drive, Kearney, Nebraska.

19. **Product:**

19.1 Contractor warrants that the chemicals used in the water treatment program shall have no detrimental effect on the metallic materials in the equipment being treated. This warranty shall also include maintaining those conditions least conducive to degradation of cooling towers and heat exchanger materials.

20. **Right of University to Return Merchandise:**

20.1 In the event the Agreement expires or is terminated, Contractor agrees to accept and reimburse UNK the full price for all unused chemicals, steam line treatments, cooling tower treatments, algaecides, closed system treatments and any other chemicals or equipment covered by this Agreement and to pay freight charges involved in the return of these chemicals to Contractor.

21. **Basis of Price Quotation:**

21.1 Except for Annual Percentage Price Increases, requests for price changes must be accompanied by sufficient documentation and justification to warrant changes to the Annual Cost Structure, which is attached hereto and incorporated herein as **Attachment B**. Failure to come to agreement on equitable price changes will not relieve the Contractor of fulfilling his obligations under the terms and existing prices of this Agreement for the balance of the Term. Any requests for price changes must be made at least thirty (30) days before the proposed effective date.

22. **Annual Cost Structure:**

22.1 The Annual Cost Structure, attached hereto and incorporated herein as **Attachment B**, is established as an estimated total annual cost of product and annual cost of the required chemicals to maintain specifications as identified in **Attachment C**, which is attached hereto and incorporated herein. Prices quoted shall include all transportation charges including packaging, pallets, and containers necessary to complete delivery on an FOB UNK basis. This is based upon the net prices of each product recommended for treatment in the RFP multiplied by the estimated annual quantity required. This cost structure should have been as accurate as possible based upon the information supplied in the RFP and information obtained on the site visit. This Agreement may be cancelled by UNK if this estimate proves inaccurate without proper justification.

23. **Quantities Required:**

23.1 This Agreement has no guarantee of minimum purchases and there is no minimum purchase requirement included as part of this Agreement.

24. **Payment:**

24.1 The total sum each year during the Term shall be divided into equal monthly amounts and Contractor will invoice UNK monthly for payments at the end of each month's services.

24.2 UNK will pay the Contractor to furnish all labor and materials and to perform all work required by and in strict accordance with this Agreement for a period of _____ months for the sum of \$ _____. UNK will pay the Contractor an annual price as follows:

July 1, 20__-June 30, 20__	\$ _____
July 1, 20__-June 30, 20__	\$ _____
July 1, 20__-June 30, 20__	\$ _____

billed at _____ per month for the _____ () month Term of this Agreement. Any annual contract price increase after June 30, 20__, will not exceed ___ percent (__%) ("Annual Contract Price Increase").

25. **Indemnification:**

25.1 Contractor shall defend, hold harmless, and indemnify the University and each of its regents, officers, employees and agents (each of which shall be referred to as a "University Indemnitee") from and against any and all claims, actions, judgments, losses, damages, liabilities, and expenses (including, but not limited to reasonable attorneys' fees) imposed upon, suffered, incurred by or asserted against a University Indemnitee arising from or relating to, directly or indirectly, Contractor's respective performance or breach of the terms of this Agreement and any transaction contemplated hereby, including, but not limited to, the respective acts or omissions of Contractor's officers, employees or agents; provided however, that the Contractor shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from the University Indemnitee's negligent or intentional acts or failure to act. The obligations under this section shall survive the termination of this Agreement.

26. **Insurance:**

26.1 Contractor shall, at Contractor's sole cost and expense, obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or

broader coverages. Contractor is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Any carrier providing coverage shall have a minimum A.M. Best's Insurance Guide rating of "A-VII."

Coverages:

- i. Commercial General Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Coverage to include:
- ii. Premises and operations
- iii. Personal injury/advertising injury
- iv. Products/completed operations
- v. Liability assumed under an insured contract (including tort liability of another assumed in a business contract)
- vi. Independent contractors

Automobile Liability – coverage to include:

- i. Owned vehicles
- ii. Leased vehicles
- iii. Hired vehicles
- iv. Non-owned and employee non-owned vehicles
- v. Personal injury protection (where applicable)

Workers' Compensation and Employers' Liability

- 26.2 Contractor shall name the University and its regents, officers, employees, agents, and volunteers as Additional Insureds. All policies must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University. All policies must contain a waiver of subrogation clause. A certificate of insurance evidencing all coverages required is to be provided at least five (5) business days prior to the inception date of this Agreement. Policies may not be non-renewed, cancelled, or materially changed or altered unless thirty (30) days advance written notice is provided to the University.

27. **Contractor Liability:**

- 27.1 Contractor shall be responsible for any and all injury or damage as a result of Contractor's negligence involving any equipment or service provided under the terms of this Agreement. In addition to the liability imposed upon Contractor on account of bodily injury (including death), or property damage suffered as a result of Contractor's negligence, Contractor assumes the obligation to save UNK, and any agents and employees thereof, from every expense, liability, or payment arising out of such negligent act. Contractor also agrees to hold UNK, and any agents or employees thereof, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of Contractor under the terms of the Agreement. However, Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed

by UNK.

28. **Independent Contractors:**

28.1 This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture, or an employee/employer relationship or one of principal and agent, it being understood that Contractor and UNK shall remain independent parties.

29. **Subcontractors:**

29.1 No subcontractors are to be used in any portion of Contractor's service other than those associated with the equipment. If Contractor uses subcontractors, this shall disqualify Contractor as a potential contractor.

30. **Warranty:**

30.1 Contractor must warrant that all the equipment and supplies offered shall conform to the design, specification, samples, or other descriptions contained in this Agreement, shall be free from defects in workmanship and material and to the extent that the Contractor knows, or has reason to know of the purpose for which the supplies are intended, will be fit and sufficient for such purpose as deemed applicable. The warranty required hereunder must provide all parts, equipment, transportation, technical assistance, labor and supervision necessary to correct any deficiency resulting from manufacturing defects without charge for a period of one (1) year after the date of final acceptance of all materials, equipment, and services furnished by Contractor. Thereafter the manufacturer's standard warranty shall apply.

31. **Work Status Verification:**

31.1 Contractor and any of its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.

32. **Federal Procurement:**

32.1 Contractor certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor also certifies that Contractor, its partners, directors, officers, employees, licensees, subcontractors or agents have not been excluded, debarred, or otherwise ineligible to participate in the Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the term of the Agreement and Contractor shall immediately notify UNK of any change in the status of the certification and warranty set forth in this section. If Contractor becomes excluded from Federal health care program participation or placed on the

Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by UNK. If any partners, directors, officers, employees, licensees, subcontractors, personnel or agents of Contractor become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Contractor to remove such excluded individual immediately shall provide UNK the right to terminate this Agreement immediately for cause.

33. **Binding Effect:**

33.1 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

34. **Notice:**

34.1 Any notice provided for in this Agreement shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party at the following addresses:

To University:

Business Services
University of Nebraska at Kearney
2504 9th Ave
Kearney, NE 68849

To Contractor:

Or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

35. **Modification; Waiver of Rights:**

35.1 This Agreement may be modified, amended, or waived only by a written agreement signed by an authorized representative of Contractor and UNK. The course of dealing between UNK and Contractor shall not modify or amend this Agreement in any respect. Any delay by UNK or Contractor in the exercise of any of their respective rights and obligations under this Agreement shall not be construed as a waiver of any such rights or obligations to be performed. A waiver of a breach of any provision of this Agreement will not: (a) operate or be construed as a waiver of any subsequent breach; (b) limit or restrict any right or remedy otherwise available to UNK or Contractor; (3) operate or be construed as a waiver of compliance by UNK or Contractor as to any other provision of this Agreement.

35.2 The failure of UNK or Contractor to complain or give notice of any violation of any of the terms, covenants, or conditions of this Agreement shall not constitute a waiver of its right to assert such complaint or take whatever action is authorized in the

Agreement or by law regarding any subsequent violation of the terms, covenants or conditions of this Agreement.

36. **No Assignment:**

36.1 This Agreement shall not be assigned or otherwise transferred by Contractor in whole or in part without the prior written consent of UNK. Any attempted assignment without such consent shall be void and of no effect.

37. **Entire Agreement; Severability:**

37.1 This Agreement constitutes the entire Agreement between the parties with respect to all subject matter and supersedes all prior negotiations and understandings, whether verbal or written. Each provision of this Agreement is severable from all others. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, the provision shall be deemed modified only to the extent necessary to render it valid and enforceable, and all remaining provisions of this Agreement shall remain in full force and effect.

38. **Governing Law; Forum:**

38.1 This Agreement shall be governed by the laws of the State of Nebraska, without regard to its choice of law provisions. Any legal actions brought by either party hereunder shall be instituted in the state or federal courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Contractor in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

39. **Equal Opportunity:**

39.1 **This Contractor and any subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

40. **Taxpayer Transparency Act:**

40.1 Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference

in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Provider to notify University of any requested redactions to the Agreement under Neb. Rev. Stat. § 84-712.05(3) at the time of execution. In addition, Provider agrees to defend any challenge to such redactions at its own expense.

41. Headings:

41.1 The captions or headings in this Agreement are for reference only and do not define, describe, extend, or limit the scope or intent of the Agreement.

42. Nondiscrimination:

42.1 Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, as amended.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the dates below.

Board of Regents of the
University of Nebraska

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
Equipment

ATTACHMENT B
Annual Cost Structure

ATTACHMENT C
Required Chemicals

Appendix I RFP #21-02

Equipment -Updated 2021

The following formula will be used to determine costs for each cooling system (building based on information given):

Recirculation rate (gpm) x 3 x 001 x T x 60 = Evaporation/gal.hr.

Evaporation gal./hr. x hours operation - Evaporation/day

Evaporation/day = bleed/day x gal. product/ 1000 gal. = product used/day

Product used/day x product cost/gal. x days cooling = cost of product for season

Recirculation Rate = given Cost of Product = Supplied by Offeror.

Delta T = 5.5 degrees F

Hours Operation = 24 Cycles of Concentration = 2.5 cycles

Contacting head water meters are installed on bleed lines to enable University of Nebraska at Kearney personnel to feed respondent's chemical at respondent's stated rate of feed in gallon product per 1000 gal. bleed.

Cooling Tower Data

University Residence South:

Chiller: Dunham-Bush Model-WCX 160B
Tonnage 110
Tower - Marley Aquatower
Basin Capacity - 486 gal.
System Capacity - 962 gal.
Cycles of concentration: 2.5
Days of cooling: 120

Copeland Hall:

Tower - Marley Aquatower (3862)
Basin Capacity - 274 Gal.
System Capacity - 480 Gal.
Cycles of Concentration 2.5
Days of cooling - 365

Central Plant:

Chiller #1- York
Tonnage 2600
Tower – Tower Tech
Basin Capacity – 0- Gal.
System Capacity -15575 Gal.
Tonage = 2600 Tons
Cycles of Concentration 2.5
Days of cooling –130

CLOSED LOOPS

Building	Capacity H2O
Copeland	5,400 gal.
COE	5,700 gal
CTW	7,400 gal.
CTE	7,400 gal.
Discovery Hall	5,700 gal
Frank House	3,000 gal.
Nebraskan	4,000 gal.
Health and Sports Complex	3,3 00 gal.
Health Sciences	4,200 gal
Fine Arts	4,300 gal.
Mantor Hall	5,400 gal.
Founders Hall	4,000 gal.
Bruner H"	5,400 gal.
Randall Hall	5,400 gal.
University Heights	12,000 gal.
Student Services	5,000 gal.
Library	4,200 gal.
A.O.Thomas	3,400 gal.
University Residence South	4,700 gal.
University Residence North	4,700 gal.
Museum of Nebraskan Arts	3,500 gal.
Disturbution piping	233,422 gal.

All closed loop systems are to be considered 90% tight with no more than 10 % loss of water during the year. University of Nebraska of Kearney uses a ploymer closed loop treatment.

Following information is common for all listed boilers, A through S in paragraph 2 following:

- A. All boilers are fire tube scotch marine.
- B. All boilers are used for comfort heat and/or heating of water (except MONA).
- C. All boilers use softened city water for makeup.
- D. Total alkalinity will be maintained between 400-600 ppm.
- E. Excess sulfite will be maintained 30-60 ppm.
- F. Neutralized conductivity will be maintained between 3000-3500 ppm.
- G. PH will be maintained between 10.5 to 11.5 in boilers.
- H. Condensate return will be maintained between 7.8-8.5 PH.
- I. In buildings with multiple boilers, boilers operate alternately, and in tandem, as required by weather.

1. The following information is given for individual boilers in indicated building.

A. Central Plant #1

- 1. Makeup water softened with DA.
- 2. Rating 31050 lbs per hour.
- 3. Heating surface 4520 sq. ft.
- 4. In operation 24 hr., 7 day 155 days at 85%.
- 5. Condensate return 85%
- 6. 90 psig

B. Central Plant #2

- 1. Makeup water is softened.
- 2. Rating 31050 lbs per hour
- 3. Heating surface 31050 sq. ft.
- 4. In operation: redundant.
- 5. Condensate return 85%
- 6. 90 psig

C. Central Plant #3

1. Makeup water is softened.
2. Rating 20700 lbs per hour.
3. Heating surface 3019 sq. ft.
4. In operation 24 hr., 7 day, 150 days at 5%, 60 days at 50%.
5. Condensate return 85%.
6. 90 psig

D. Central Plant #4

1. Makeup water is softened.
2. Rating 10500 lbs per hour
3. 3 megga watt.
4. In operation: redundant.
5. Condensate return 85%
6. 90 psig

M. Mona Boiler

1. Make up water softened
2. Rating 525,000 BTU
3. Operating Capacity 15 lbs humidifacation only.
4. In operation 24 hr 7 day/yearly
5. Condensate Return 85%

UNIVERSITY OF NEBRASKA AT KEARNEY

APPENDIX II - TERMS AND CONDITIONS

The information contained in this section is a partial listing of standard terms commonly appearing in contracts awarded by UNK. All proposals are subject to these terms, unless otherwise explicitly stated.

1.1 General

The specifications, terms and conditions set forth in this RFP and any related award document shall be incorporated by reference, without Vendor exception, into any resulting contract between the University and the successful Vendor. Any additional or different terms proposed by the successful Vendor are not accepted, unless the same are expressly accepted in writing by UNK. The contract may not be changed in any way except by an instrument in writing signed by both parties. The contract cancels and supersedes any prior understandings or agreements between the parties with respect to the subject matter hereof. Failure of any party to enforce its right under the contract shall not constitute a waiver of such rights or of any other rights under the contract.

1.2 Termination for Cause

UNK may terminate the contract at any time if the successful Vendor fails to carry out its terms or fails to make substantial progress toward the fulfillment of those terms. In such an event, UNK shall provide the successful Vendor with a thirty (30) day written notice of the terms in breach. If after such notice, the successful Vendor fails to remedy the breach within those 30 days, UNK may immediately cancel the contract.

1.3 Contract Assignment

Contracts granted pursuant to this RFP shall not be transferred or assigned without prior written consent of UNK.

1.4 Contract Payments

The Nebraska State Treasurer has directed that individual vendor payments of \$25,000 or more be processed via ACH (direct deposit to vendor's bank). Any Vendor who is not currently set up to receive payments from the State of Nebraska and/or the University of Nebraska via ACH, must complete the State of Nebraska ACH Enrollment Form and forward the form to the Nebraska Department of Administrative Services so that the University can complete payment of invoices generated from the award of this contract. The form can be found at <http://www.treasurer.state.ne.us/documents/tm/pubachform.pdf>.

1.5 Indemnity, General and Patent

The successful Vendor shall indemnify and save harmless UNK and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whosoever, or loss of or damage to any property whatsoever,

suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of UNK or its agents.

With respect to anything provided to UNK by the Vendor pursuant to this RFP, the Vendor shall indemnify the University and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by UNK.

1.6 Governing Law; Venue

The laws of the State of Nebraska shall govern any contract awarded to the successful Vendor. Any dispute arising under any contract awarded, which is not settled by agreement of the parties, shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.

1.7 Force Majeure

Neither party to the contract shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as a influenza pandemic) which in the judgment of UNK poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the contract in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.

1.8 Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies

This contract must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the successful Vendor, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26 which requires specific vendor contract provisions; and all other applicable policies of the University of Nebraska. Vendor agrees to indemnify UNK against any loss, cost, liability, or damage by reason of Vendor's violation of any applicable law or regulation. Any successful

Vendor must be qualified to conduct the business necessary to the performance of the contract in the State of Nebraska throughout the duration of the contract term or any renewal thereof. The successful Vendor shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Vendor's business.

1.9 Sexual Harassment

State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit sexual harassment of members of the UNK community. Sexual harassment includes any unwelcome sexual advance, any request for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing.
- Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions or academic decisions affecting such individual.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working/academic environment.

UNK contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of UNK employees, students and other members of the UNK community. The employer of any person who UNK, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of any contract awarded hereunder to cause such person to be removed from the project site and from UNK premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

1.10 Investigation and Resolution of Discrimination and Harassment Complaints

State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit discrimination or harassment against members of the UNK community on the basis of race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. In the event the University determines that an employee, agent or other person affiliated with the Contractor has engaged in discrimination or harassment, the Contractor will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the discrimination or harassment and to correct its effects, which may include, removal of the employee, agent or other person affiliated with the Contractor from the University campus. Contractor's failure to comply with the University's directive or any other part of the provision will be deemed a material breach of the Agreement, and the University may initiate the termination process in the Agreement.

1.11 Drug Free Workplace

The successful Vendor agrees that in the performance of this contract, neither the Vendor nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity covered by the contract. UNK reserves the right to request a copy of the Vendor's Drug Free Workplace Policy. The Vendor further agrees to insert a provision similar to this statement in all subcontracts or services required in response to this RFP.

1.12 Weapons Policy

Possession of firearms, explosives, weapons, dangerous chemicals or fireworks is prohibited on property controlled by the University of Nebraska, in University vehicles and at events sponsored by the University. This policy applies to all members of the general public, students and University employees, except University employees who are specifically authorized to as part of their job responsibilities. Any person violating this policy is subject to University discipline up to expulsion/termination and/or may be charged with the appropriate criminal offense.

1.13 Affirmative Action/Equal Opportunity

The University of Nebraska reaffirms its policy of providing equal opportunity to small business enterprises and to minority-owned, disability-owned, women-owned, veteran-owned, LGBT-owned, and certified diverse businesses in all aspects of the University's procurement and contracting activities. This includes procurement of or contracts for operational supplies and equipment, construction projects and materials, service contracts, and lease agreements. It also is the University's policy that any person or business seeking the opportunity to do business with the University shall not be discriminated against on the basis of race, color, ethnicity, national origin, sex, pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, and/or political affiliation. The University of Nebraska conducts its procurement and contracting activities in a manner designed to prevent unlawful discrimination. University policies are consistent with applicable state and federal laws and regulations prohibiting unlawful discrimination.

1.14 Statement of Commitment:

The University of Nebraska is committed to creating a climate that encourages certified diverse businesses to compete for University business within the parameters of state and federal law and Board of Regents policies through outreach, informational, and support programs that foster the access and success necessary for the prosperity of our state and its people.

1.15 Proprietary Information; Confidential Employee Information; HIPAA; FERPA

It is to be expected that the parties to the contract may find it necessary to reveal certain proprietary information to each other. The contract may, when proprietary information is exchanged, include certain provisions to mutually protect against the use and disclosure of the proprietary information of each party. In the unusual circumstance that the contract should result in the sharing of employee information protected by the law or University of Nebraska policy, information protected by the Health Insurance Portability and Accountability Act,

information protected by the Family Educational Rights and Privacy Act of 1974, or any other information deemed confidential and protected by the law, the parties to the contract agree to maintain the confidentiality of such information to the extent and manner required by the law and University policy.

1.16 Subcontractors

The successful Vendor shall not subcontract all or substantially all of any facet of the Proposal without the prior written approval of UNK. The successful Vendor shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of any contract awarded under this RFP; provided however, that no contractual relationship shall exist between any subcontractor and UNK, unless it is evidenced in a separate contract independent of the contract with the Vendor.

1.17 Parking

The successful Vendor and/or its employees and agents will be solely responsible for permits or any fines resulting from parking violations occurring on UNK property. Successful Vendor and any temporary employees are responsible for contacting UNK Police at the Facilities Building, Kearney, Nebraska, at (308) 865-8367 to obtain information regarding parking and to obtain permits.

1.18 Building Rules and Regulations; Tobacco Use:

Employees of the successful Vendor and any subcontractors shall comply with all UNK rules and regulations pertaining to conduct in UNK's facilities. UNK reserves the right to request the removal or replacement of any Vendor or subcontractor employee who fails to comply with such rules and regulations.

The use of all forms of tobacco products is prohibited on University of Nebraska at Kearney property with the exception of parking lots. The prohibition extends to vehicles and venues owned, operated, leased, occupied or controlled by the University. "Tobacco products" includes all forms of tobacco, inclusive of but not limited to, cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes and similar devices and smokeless tobacco products. Enforcement of the policy relies on the respect and cooperation of all members of the University community.

1.19 Use of Premises

To the extent that any contract awarded requires the successful Vendor or its employees or agents to be present on or within UNK's properties, then the Vendor shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the contract. The successful Vendor shall take such precautions as are required to avoid damage to buildings, facilities, utilities, ground resources, trees and landscape amenities and other properties adjacent to the Vendor's activities within the scope of the contract and agrees to be responsible and/or carry out any repairs for which it is liable, as a result of its performance under the contracts.

1.20 Hazardous Waste Generated by Contractors

Any hazardous waste that is generated from the performance of any contract awarded shall be properly disposed of by the successful Vendor in a timely fashion and in accordance with applicable hazardous waste laws and regulations. The cost for hazardous waste management and disposal is successful Vendor's responsibility. Should UNK deem it prudent to dispose of any hazardous waste left on its property, as a result of the successful Vendor's failure to meet its responsibilities, all costs associated with such disposal shall be deducted from any amount yet to be paid to the Vendor and/or billed to the Vendor. University Environmental Health Services is to be notified of all hazardous waste issues.

1.21 Delivery; F.O.B.; Shipping

The successful Vendor shall bear all costs of transportation, packing, crating, delivery, installation, storage and service under warranty for any goods or related services, delivered pursuant to the contract. The successful Vendor shall be responsible for and make delivery, including costs of delivery, cartage, temporary storage, off-loading costs and insurance, F.O.B. destination: University of Nebraska at Kearney, Kearney, Nebraska, unless otherwise specified, all shipments will utilize the best commercial practice to insure safe arrival at the UNK delivery point.

1.22 Quantity

With respect to quantity of any good purchased under the contract, UNK need not accept any variation in quantity except as specified in the contract. Over-shipments may be returned to the Vendor at its expense, which shall include a reasonable cost for UNK handling, or be retained by UNK at no increase in price.

1.23 Inspection

UNK may, at any time in the course of the contract, inspect, test and approve materials and supplies being used in the performance of the contract, including at the point of manufacture. If inspection and tests are made on contractor's premises, contractor without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the testing/inspection personnel. Except as otherwise agreed in writing, all goods, equipment and supplies furnished under the contract shall be subject to final inspection and acceptance by UNK at the delivery destination.

1.24 Defective Goods or Work

UNK, notwithstanding any prior acceptance, at its option, may reject or require prompt correction (in place or elsewhere) of any goods, equipment, supplies or other work, which are defective in material or workmanship or otherwise fail to meet the requirements of the contract. All supplies furnished under the contract shall be subject to inspection at F.O.B. destination, and successful Vendor shall be given notice of any defects, other than latent defects, within a reasonable time after receipt of the goods, equipment and supplies, along with all records of delivery. UNK may, in addition to any rights it may have by law, prepare for shipment and

ship the defective goods, equipment and supplies to the successful Vendor, require the successful Vendor to remove them, or direct a correction in place. The expense of any such remedy shall be borne by the successful Vendor, including any excess cost.

1.25 Liens

Successful Vendor warrants that it has title to any goods delivered under the contract and shall deliver same free of all liens, claims and encumbrances.

1.26 Federal, State and Local Sales Taxes; Federal Excise Taxes

Purchases made by the University of Nebraska are exempt from the payment of state sales and use taxes and federal excise taxes. Certification of these exemptions will be provided to the successful Vendor upon request.

1.27 Ambiguities

Should the successful Vendor perceive an ambiguity in the contract, the successful Vendor shall request an interpretation from UNK before proceeding. If a successful Vendor fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.

1.28 Recycling Policy

When purchasing products, materials or supplies for use, the University, when making such purchases shall actively pursue the purchase of products, materials or supplies which are manufactured or produced with at least 10% post-consumer recycled materials. This policy shall not operate when it would result in the purchase of products, materials or supplies that are of inadequate quality, not readily available or substantially higher in cost. It is the intent of the University to continually increase the percentage produced from post-consumer recycled material, and, to increase each year the types and variety of products, materials or supplies purchased with post-consumer recycled material.

1.29 Contractor Identification

All Contractor's employees while on campus shall be identifiable as Contractor's employees. This requirement can be met by an employee uniform or clothing identifying the Contractor name or an identification card issued by the Contractor. The Contractor's employee must be prepared to show identification while working on the UNK campus. The Contractor employee uniforms to be provided by the Contractor at Contractor's expense must easily and appropriately identify the Contractor and employees by name. Individuals who are not able to produce this identification may be requested to leave University property. Contractor's employees may be required, at Contractor's expense, to be issued UNK ID Cards designating the Contractor's employee as a contracted vendor of the University.

1.30 Federal Immigration Verification – E-Verified – LB403 Compliance

The successful Vendor, on behalf of itself and any subcontractor to the Contract, agrees that it shall use a federal immigration verification system to determine the work eligibility status of

new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. 4-108 to 4-114 as amended.

1.31 Federal Procurement

No contract shall be awarded to any Contractor/Vendor listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, Contractor/Vendor specifically warrants and represents that it is not included on the Debarment List. Contractor/Vendor further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Contractor.

1.32 Legal Relationship

The contractor shall under no circumstances be considered as an agent or employee of the University and shall have no right or authority to, in any manner, obligate the University to any person or company except as authorized in writing by the University.

1.33 Use of University Names and Logos

The contractor shall not use any University name, sign, logo, symbol, etc. for any purpose, without the prior written approval of the University. Use of University brands generally requires licensing.

1.34 Improper Business Relationships and Conflict of Interest Prohibited

In connection with this RFP, each Vendor shall ensure that no improper, unethical or illegal relationships or conflict of interest exists between or among the Vendors, the University and any staff, faculty and any other party to this RFP. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not, and to decide whether or not Vendor disqualification and/or cancellation of award shall result. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

1.35 Electronic and Information Technology Accessibility

All electronic and information technology procurements, agreements, and contracts shall comply with Section 508 or the Rehabilitation Act of 1998 as amended, and the Nebraska Accessibility Policy to be found at http://www.nitc.ne.gov/standards/accessibility/accessibility_standards.pdf. LB352

1.36 Equal Opportunity Clause Certification of Non-Segregated Facilities, Executive Order 11246

This form is attached and shall be executed by the successful Vendor upon notice of award.

1.37 LB429 Compliance

Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), as of July 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any documents incorporated by reference in the contract. Copies of all such contracts and documents are published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the Contractor to notify the University of any redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) prior to contract execution.



Ag Testing - Consulting

Account No. : 50781

Water Analysis Report

**ORCUTT, KIMBERLEY
UNK FACILITIES
2501 19TH AVE
KEARNEY NE 68849**

**Invoice No. : 1340231
Date Received : 03/10/2021
Date Reported : 03/11/2021
Lab Number : 2185**

Results For : UNK FACILITIES

Location :
Sample ID :

pH	8.0
Total Dissolved Solids (TDS) Est, ppm	523
Electrical Conductivity, mmho/cm	0.87
Cations / Anions, me/L	10.1 / 9.8
COD, mg / L	NOT DONE

	<u>ppm</u>
Sodium, Na	90
Potassium, K	13
Calcium, Ca	75.5
Magnesium, Mg	25
Total Hardness, CaCO ₃	292
Nitrate, NO ₃ -N	0.7 (SAFE)
Sulfate, SO ₄ -S	69
Chloride, Cl	31
Carbonate, CO ₃	< 1.0
Bicarbonate, HCO ₃	281
Total Alkalinity, CaCO ₃	233
Fluoride, F	0.49
Silica ,SiO ₂	17.3
Total Iron, Fe	0.14
Manganese, Mn	< 0.01

"<" - Not Detected / Below Detection Limit

Divide ppm hardness by 17.1 to calculate gpg. COD will be done next week. Will send COD when done. Ray Ward