

 THE CITADEL	Solicitation Type Solicitation Number Date Issued Procurement Officer Phone E-Mail Address	Request For Proposal RFP 25021-JM June 18, 2025 Jeffery A. Molloy, CPP 843-953-6873 procurement@citadel.edu
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DESCRIPTION: The Citadel seeks to solicit offers to provide a complete, service oriented water treatment program across campus. The initial term of the resulting contract will be one (1) year with options to extend for an additional four (4) one-year terms.

The Term "Offer" Means Your "Bid" or "Proposal". Your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Paper Offer or Modification" provision.

SUBMIT YOUR SEALED OFFER TO THE BELOW ADDRESS	
MAILING ADDRESS:	PHYSICAL ADDRESS:
The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston, SC 29409	The Citadel Procurement Services 3 Lee Avenue, Bond Hall 2 nd Floor, Suite 244 Charleston SC 29409

SUBMIT OFFER by: **23 July 2025 at 11:00 am EST** (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) paper copy and One (1) electronic copy on a thumb drive.**
Initial here if NO redacted copy is necessary

QUESTIONS MUST BE RECEIVED BY: **14 July 2025 at 11:00 am EST** (See "Questions from Offerors" provision)

All questions shall be submitted in writing to the email address of the Procurement Officer listed above by the date and time specified and the subject line of the email shall read, "RFP 25021-JM Questions"

CONFERENCE TYPE: Pre-Proposal Conference/Site Visit DATE & TIME: 10 July 2025 at 10:00 am EST (As appropriate, see "Conferences- Pre-Bid/Proposal" & "Site Visit" provisions)	LOCATION: Facilities & Engineering Dept Conference Room 520 Wilson Avenue, Charleston 29409 (will move to site visit from here)

AWARD & AMENDMENTS	Award is expected to be posted by 29 July 2025 . The award, this solicitation, any amendments and any related notices will be posted at the following web address: https://www.citadel.edu/procurement/vendors-and-suppliers/solicitations/
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You MUST submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold your Offer open for a minimum of sixty (60) calendar days after the Opening Date. (See "Signing Your Offer" provisions.)	
NAME OF OFFEROR (Full legal name of business submitting the offer)	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE (Person must be authorized to submit binding offer to contract on behalf of Offeror.)	DATE SIGNED

PRINTED NAME & TITLE (Name and Business title of person signing above)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
TAXPAYER IDENTIFICATION NO.	STATE OF INCORPORATION (If you are a corporation, identify the state of incorporation)
OFFEROR'S TYPE OF ENTITY: (Check one) (See "Signing Your Offer" provision.) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local)	

HOME OFFICE ADDRESS (Address for Offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause) Area Code - Number - Extension Facsimile _____ E-mail Address _____
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PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause) <input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses) <input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)
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ACKNOWLEDGMENT OF AMENDMENTS Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)							
Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	_____ Calendar Days (%)
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<p>PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at www.procurement.sc.gov/preferences. ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES. [11-35-1524(E)(4)&(6)]</p> <p>PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C) (1) (i) & (ii)) or the Resident Contractor Preference (11-35-1524(C) (1) (iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).</p> <input type="checkbox"/> In-State Office Address same as Home Office Address <input type="checkbox"/> In-State Office Address same as Notice Address (check only one)

Solicitation Outline

- I. Scope of Solicitation**
- II. Instructions to Offerors**
 - A. General Instructions**
 - B. Special Instructions**
- III. Scope of Work/Specifications**
- IV. Information for Offerors to Submit**
- V. Qualifications**
- VI. Award Criteria**
- VII. Terms and Conditions**
 - A. General**
 - B. Special**
- VIII. Bidding Schedule/Cost Proposal**
- IX. Attachments to Solicitation**
 - APPENDIX A: NONRESIDENT TAXPAYER REGISTRATION INFORMATION AND AFFIDAVIT INCOME TAX WITHHOLDING**
 - APPENDIX B: OFFEROR'S CHECKLIST**
 - APPENDIX C: General Counsel Notice**
 - A. Offeror Questionnaire**
 - B. Cost Proposal**

I. SCOPE OF SOLICITATION

The Citadel seeks to solicit offers to provide a complete, service oriented water treatment program across campus. Offerors are invited to submit a proposal for the purpose of providing water treatment services and chemical products to the campus.

ACQUIRE SERVICES & SUPPLIES / EQUIPMENT (JAN 2006): The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

FUNDS NOT AVAILABLE (JAN 2006): The State's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. [01-1035-1]

MAXIMUM CONTRACT PERIOD — ESTIMATED (JAN 2006): Start date: August 13, 2025; End date: August 12, 2030. Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period." [01-1040-1]

II. INSTRUCTIONS TO OFFERORS

A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as “Statewide Term Contract,” the phrase “Using Governmental Unit” means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled “Purchase Orders” and “Statewide Term Contract.”

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract. [02-2A003-3]

AMENDMENTS TO SOLICITATION (JAN 2004): (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.citadel.edu/root/procurement-vendors/solicitations> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
[02-2A005-1]

AUTHORIZED AGENT (FEB 2015): All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

AWARD NOTIFICATION (MAR 2024): Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given. [02-2A010-3]

BID / PROPOSAL AS OFFER TO CONTRACT (JAN 2004): By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; “joint bids” are not allowed. [02-2A015-1]

BID ACCEPTANCE PERIOD (JAN 2004): In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

BID IN ENGLISH & DOLLARS (JAN 2004): Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

AUTHORITY AS PROCUREMENT AGENT (DEC 2015): The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and

the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAR 2024): GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-2]

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offeror must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror’s responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

CODE OF LAWS AVAILABLE (JAN 2006): The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at: <http://www.scstatehouse.gov/code/statmast.php>
The South Carolina Regulations are available at: <http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (JUL 2023)

(“OCI FAQ for Contractors” is available at www.procurement.sc.gov)

(a) You certify that, to the best of your knowledge and belief:

(1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and

(2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or a significant actual or potential conflict of interest, the State may withhold award. Before withholding award on these grounds, the State will notify you of the concerns and provide a reasonable opportunity for you to respond. The State may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the State will rely when considering your offer for award. [02-2A047-3]

DEADLINE FOR SUBMISSION OF OFFER (JAN 2004): Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the

governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)] [02-2A050-1]

DRUG FREE WORK PLACE CERTIFICATION (JAN 2004): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1]

DUTY TO INQUIRE (FEB 2015): Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors." [02-2A070-2]

ETHICS CERTIFICATE (MAY 2008): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

MULTIPLE OFFERS (MAR 2024): Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. [02-2A079-1]

OMIT TAXES FROM PRICE (JAN 2004): Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

PRICING (MAR 2024): (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the State cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg. 19-445.2070E. (c) Unbalanced Pricing. The State

will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advance payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445.2122C. [02-2A082-1]

OPEN TRADE REPRESENTATION (JUN 2015): By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

PROTESTS (MAR 2024): (a) If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted, and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions for Day and Business Day. Both protests and notices of intent to protest must be received by the appropriate Chief Procurement Officer (CPO). See clause entitled "Protest-CPO." (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to DocReq@mmo.sc.gov. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order. Additional information is available at www.procurement.sc.gov/legal [02-2A085-3]

PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015): Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, ***you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer.*** All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. ***You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date.*** [R. 19-445.2165] [02-2A087-1]

PUBLIC OPENING (JAN 2004): Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

QUESTIONS FROM OFFERORS (FEB 2015): (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other

prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled “Duty to Inquire.” **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

QUESTIONS FROM OFFERORS - AMENDMENT (JUN 2017): THE SOLICITATION IS AMENDED AS PROVIDED HEREIN. INFORMATION OR CHANGES RESULTING FROM QUESTIONS WILL BE SHOWN IN A QUESTION-AND-ANSWER FORMAT. ALL QUESTIONS RECEIVED HAVE BEEN REPRINTED BELOW. THE “STATE’S RESPONSE” SHOULD BE READ WITHOUT REFERENCE TO THE QUESTIONS. THE QUESTIONS ARE INCLUDED SOLELY TO PROVIDE A CROSS-REFERENCE TO THE POTENTIAL OFFEROR THAT SUBMITTED THE QUESTION. QUESTIONS DO NOT FORM A PART OF THE CONTRACT; THE “STATE’S RESPONSE” DOES. ANY RESTATEMENT OF PART OR ALL OF AN EXISTING PROVISION OF THE SOLICITATION IN AN ANSWER DOES NOT MODIFY THE ORIGINAL PROVISION EXCEPT AS FOLLOWS: UNDERLINED TEXT IS ADDED TO THE ORIGINAL PROVISION. STRICKEN TEXT IS DELETED. [02-2A097-1]

REJECTION/CANCELLATION (JAN 2004): The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065] [02-2A100-1]

RESPONSIVENESS/IMPROPER OFFERS (MAR 2024): (a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted as a separate document. If this solicitation is a Request for Proposals, multiple offers may be submitted as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(f) **Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D). [02-2A105-3]

SIGNING YOUR OFFER (JAN 2004): Every Offer must be signed by an individual with actual

authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]

STATE OFFICE CLOSINGS (JAN 2004) (Modified): If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. [02-2A120-3]

DISCLOSURE OF YOUR BID / PROPOSAL & SUBMITTING CONFIDENTIAL DATA (FEB 2021): (a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows:

You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES

(APR 2024): Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-2]

VENDOR REGISTRATION MANDATORY (MAR 2024): You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit www.procurement.sc.gov and select New Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered, you can update your information by selecting Change Vendor Registration. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State or S.C. Department of Revenue. You can register with the agencies at <http://www.scbos.com/default.htm>) [02-2A145-2]

WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004): Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

B. SPECIAL INSTRUCTIONS

CONFERENCE – PRE-BID/PROPOSAL (JAN 2006):

Pre-Bid/Proposal Conference: **July 10, 2025 at 10:00 am EST**

Location of Pre-Bid/Proposal Conference: **Facilities & Engineering Dept., Conference Room, 520 Wilson Avenue, Charleston SC 29409.**

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. [02-2B025-1]

CONTENTS OF OFFER (RFP) (MODIFIED): (a) Offers should be complete and carefully worded and should convey all of the information requested. (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. (c) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award. [02-2B040-2]

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

(FEB 2015): You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

ELECTRONIC COPIES – REQUIRED MEDIA AND FORMAT (MODIFIED): In addition to your original offer, you must submit an electronic copy of your offer on USB drive. **Electronic copies CANNOT and WILL NOT be accepted via email.** Submit the number of copies indicated on the cover page. The electronic copy must be identical to the original offer. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password. [02-2B070-2]

MAIL PICKUP (MODIFIED): The Procurement Office receives mail from the on-campus US Postal

Service location two (2) times per week (excluding weekends and holidays) and there is no guarantee your offer reaches the Procurement Services Department by the submission deadline if sent via the USPS. See provision entitled Deadline for Submission of Offer.

OFFERING BY LOT (JAN 2006): Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection. [02-2B095-1]

OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015): In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

PROTEST - CPO - MMO ADDRESS (MAR 2024): Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing
(a) by email to protest-mmo@mmo.state.sc.us
(b) by facsimile at 803-737-0639 or
(c) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.
[02-2B122-2]

SITE VISIT (JAN 2006): A site visit will be held at the following date, time and location. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.
Date & Start Time: July 10, 2025 at 10:00 am EST
Location: : Facilities & Engineering Dept., Conference Room, 520 Wilson Avenue, Charleston SC 29409. [02-2B165-1]

UNIT PRICES REQUIRED (JAN 2006): Unit price to be shown for each item. [02-2B170-1]

III. SCOPE OF WORK/SPECIFICATIONS

SECTION 1.0 INTRODUCTION

The goal of The Citadel is to establish a successful water treatment program that can produce clean heat transfer surfaces with a minimal corrosion rate at a reasonable cost. Since service, including operator training, is an essential aspect of a successful treatment program, consideration will be given to the water treatment company's experience, research capabilities, reputation and the experience of the service personnel who will be dedicated to this program. Price of the chemical program will not be the sole determining factor for the selection of the successful treatment company and will be one portion of the overall evaluation.

To be eligible for consideration, a firm must meet all contractor qualifications established in Section 2.0 of this Scope and provide evidence of such in its proposal. Additionally, completed versions of Attachment A and Attachment B must also be provided as part of the proposal. Failure to provide a complete response to each portion of these attachments will result in the offeror being considered non-responsive and the proposal will not be considered.

System specifications and operating conditions provided must be used in making your cost proposal calculations.

SECTION 2.0 CONTRACTOR QUALIFICATIONS

Each treatment company who submits a proposal shall be required to meet all of the qualifications listed below. The information and examples required at the end of each subsection must be organized and prepared for review by The Citadel. In addition, Attachment A must also be submitted as part of the proposal, attesting to the fact that all of the qualifications required within this section have been met.

2.1 Company Experience

The company must be an organization which has had water treatment as its primary business* for at least the past ten (10) years. The company must be established in the Southeast region of the US to accomplish all tasks in scope and coverage. The company must be actively engaged in water treatment research and chemical treatment product development. Please detail how long your firm has been in the water treatment business and enclose a copy of your firm's annual report or equivalent.

*** Water treatment business is defined for the purpose of this solicitation, as the business of testing, monitoring, and testing steam boilers, condensate systems, softeners, HVAC cooling systems, low conductivity systems, cooling towers, hot water closed loops and related systems.**

2.2 Service Representatives

The company must be able to assign a primary service representative to this contract plus one authorized alternate. All of the service representatives shall be full-time employees of the company. Both service representatives shall be located within a thirty (30) mile radius of the Citadel Military College in order to provide quick response to emergency calls. The representatives shall be familiar with all aspects of industrial water treatment and will be required to perform routine testing and monitoring of steam boilers, condensate systems, softeners, HVAC cooling systems, low conductivity systems, hot water closed loops, and related systems at The Citadel site. The service representatives shall meet the following minimum requirements:

Minimum Education Level:

Bachelor of Science in Chemistry, Chemical Engineering or Related Engineering Discipline. Indicate school, years attended and major granted.

The service representatives must be trained in the following areas: HAZCOM, personal protective equipment, respiratory protection, hearing conservation, transporting hazardous materials, Lockout/Tagout, and chemical safety. Documentation of training from a company training/educational program must be included with your proposal. A copy of the company's safety manual and regulations must be provided as well.

Minimum Water Treatment Work Experience:

Primary Service Representative	Ten (10) years
Alternate Service Representative	Five (5) years

In the event that any service representative is terminated from employment or reassigned, a replacement representative of equal or superior qualifications shall be offered (via résumé) for The Citadel's approval prior to commencing service. Failure of the firm to provide a qualified replacement may result in contract cancellation.

2.3 References

The company shall submit a list of five (5) current customers **served for at least one year**. The Citadel reserves the right to contact or visit customers listed and to disqualify offerors not performing satisfactory service. At least two (2) of the five (5) references must have boilers operating at or above 125 psig, cooling towers operating in excess of 2,000 tons aggregate, and chilled water system greater than 1,000 tons aggregate cooling capacity. The facilities above must be utilizing the chemical programs requested in Section 5.0. Offeror must include the customer's name, address, contact name, contact phone number, and email address. References that do not respond during the evaluation period will be considered non-responsive.

2.4 Service Level and Response Time

The primary service representative shall visit The Citadel a minimum of twice per month unless otherwise noted in this specification. These visits are to be provided as part of the proposed solution cost. The representatives must be available to The Citadel on a 24-hour basis and must be capable of arriving on campus within two (2) hours after contact. Beeper or mobile cellular phone service must be made available. Provide a copy of your company's emergency response plan and service representative recall plan for the Charleston area in the proposal.

2.5 Training

The Company must be able to provide operator training seminars on site. Training will include HAZCOM, analytical procedures, operating and maintenance procedures required to handle, operate and maintain the chemicals, inventory, injection systems and records for a viable chemical water treatment program. This training plan will include MSDS, OSHA and EPA requirements. All training will be conducted following an approved training plan outline or lesson plan including references. Published training manuals, lesson plans and materials must be available for classroom use by The Citadel personnel for refresher training outside of normal training intervals.

Provide a summary of the training program that is being offered to The Citadel. This training will include how to test and monitor chemical program results, how to work safely with chemical products, and general training regarding boiler, cooling, and chiller systems. Provide a sample of a published training program with the proposal.

2.6 Efficiency Monitoring

One of the major goals of any water treatment program is to maximize heat transfer efficiency through clean heat transfer surfaces. The Citadel requires that water treatment companies must have the capability for on-site analysis of energy efficiency. Boiler efficiency, overall chiller efficiency, condenser efficiency, and evaporator efficiency must be able to be performed on a regular basis. Submit a summary of your Firm's capability in this area.

2.7 Health and Safety

The Citadel requires that all biocides to be used on The Citadel property must be registered with the EPA and have an EPA registration number clearly printed on the label. The Company's service consultants and technicians are required to be trained in the local, state and federal regulations concerning the safe and proper use, storage and disposal of biocides.

All chemicals proposed for use at our facility shall be acceptable for use in the City of Charleston, and the State of South Carolina, and must be approved by the Federal Government. Chemicals used for water treatment must comply with all EPA, and DOT requirements, including packaging and labeling.

It is our intent to have all steam produced to be acceptable for use around food materials, The Citadel requires FDA approval for all boiler treatment chemicals, including oxygen scavengers, scale and corrosion inhibitors, and steam treatments.

2.8 Material and Safety Data Sheets

The company must provide Material Safety Data Sheets to ensure a safe work environment for The Citadel personnel and to comply with all state and federal laws concerning the handling of hazardous materials. The Citadel requires that a Material Safety Data Sheet accompany all first-time orders and that the Company operate a 24-hour, 7 day per week emergency phone number which can be called for emergency information regarding chemical spills and/or accidents involving the products. New Material Safety Data Sheets shall be submitted to The Citadel each time a formulation change is made to a chemical product. All MSDS records will be verified up to date every 3 months and at the renewal of the contract year. Provide a summary of your Material Safety Data Sheet program; include your emergency phone number and a sample copy of your firm's emergency spill procedures

2.9 Laboratory Capabilities

The Company must have laboratory facilities capable of performing a wide array of analytical work to facilitate monitoring, control, and troubleshooting The Citadel's systems. All laboratory services shall be provided by the treatment company at no additional cost. Subcontracted work or the use of independent laboratories is not allowed. Laboratory services which shall be available include: corrosion coupon analysis, water analysis, scale analysis, resin analysis, fuel oil analysis, and metallurgical analysis. A tour of analytical, research, and productions facilities is required, if requested by The Citadel. Consulting staff from the Company's corporate headquarters must be made available for special projects. Include sample analytical reports as evidence of your Firm's laboratory capabilities.

2.10 Microbiological Testing

The Company must have the capability to field test for bacteria and provide results for the plant within 48 hours. Extensive additional Microbiological test for fungi, sulfate-reducers and total aerobic bacteria must be conducted in accordance with sections 4.10.2 and 4.10.3 Submit a summary of your Firm's capability in this area and sample test reports.

2.11 Domestic Water Systems

To prevent general corrosion and ensure the integrity of The Citadel's domestic water systems for feed water purposes, the successful treatment company must have the experience and ability to monitor test

and chemically treat these systems as required. Submit a summary of your Firm's capability and experience in this area.

2.12 Reagent Capabilities and Test Equipment

The company must provide complete testing and reagent capabilities through its internal equipment/testing organization. The reagents provided will be appropriately labeled, dated to include shelf life or expiration date, and appropriately contained. Training program, operation and maintenance instructions and procedures shall include use and handling of reagents as well as proper disposal. The company as part of this contract will dispose of any expired reagents in accordance with Federal, State or local regulations.

All analytical test kits, strips, reagents, scales, glass or plastic ware will be provided under the terms of this contract. This includes devices that require calibration for analytical measurements and any replacement parts required.

2.13 Quality Improvement

The Citadel is firmly committed to continuously improving the quality of its products and services to its customers. Please provide a summary of your own Company's continuous Quality Improvement Program. Include an outline of the quality education, which your Firm's employees receive.

2.14 Program Administration

Organization is key to a well run water treatment program. In order to have quick access to all technical and safety information regarding the water treatment program, we require that the company provide The Citadel with two (2) operations manuals and an electronic copy using Microsoft Word. At the very least, this manual will be indexed and tabbed and must contain an outline of the chemical program to encompass systems prescribed with regards to normal operation, short term shutdown and long term lay-up and shutdown conditions (seasonal and extended maintenance), all chemical control test procedures, Log Sheets, Chemical Analysis Graphs Log (by system), Vendor Product Bulletins, Material Safety Data Sheets, Feed and Control Equipment Specifications and Service Reports and maintenance records. Submit samples of other customer's reports, logs or records.

2.15 Statistical Process Control

To help ensure that The Citadel receives quality products, your Firm must be currently practicing statistical process control or equivalent in the manufacture of chemical products. In addition, companies must provide Data Management software specifically designed for monitoring and controlling the water quality and chemical addition of boilers, cooling towers, and chilled water systems. Software must be user friendly and able to be installed on at least two (2) PC workstations. Submit a summary of your Firm's capability in this area. Supporting literature must be included.

2.16 Product Development and Application Technology

To ensure that The Citadel is using the safest, most cost effective treatment products and equipment available, the Company will be required to inform The Citadel of all new product developments and application technology changes as they occur. Indicate compliance with this requirement.

2.17 Specialized Analytical and Testing Evaluation Equipment

The Company must own and be able to provide boroscope equipment for routine inspections of equipment. Provide evidence of use and ownership of this equipment (inventory cards or calibration sheets).

2.18 Bulk Chemical Feed Systems

Tanks and Systems: The Company must have the capability to provide base chemical feed tanks ranging from 15 to 100 gallons. Each tank must be installed with a containment basin that can hold the total contents of the tank in case of a failure. If the tank and the containment basin are not constructed of stainless steel, the Company will be required to provide additional guarding (approved by The Citadel) to protect the tank and containment basin. The base chemical feed tanks must be labeled with a NFPA label, MSDS sheet, and tank number. Each base chemical feed tank must be 100% drainable, designed for direct feed into a system. Each open loop system, as well as the boiler plant, shall have its own independent system.

Stand alone treatment process shall be required for some individual or remotely located equipment, e.g. evaporative air coolers or condensers. A single cartridge type unit will be required in these cases.

Pumps: The Company must provide repair and service to pumps, feed equipment, valves, tubing, piping and controls as required for each equipment location and chemical treatment process identified at no additional cost. Pumps shall be variable stroke, zero leakage chemical transfer and injection pumps, with replaceable seals. Peristaltic pumps are permissible.

Accessories: Hoses, tubing and fittings for connections of Chemical Feed Systems, tanks, pumps and injection controls will be of sufficient pressure rating and manufactured of chemical and corrosion resistant materials.

The Company will be responsible for the cost of installing all base chemical feed tanks and associated pumps, valves and accessories as well as the removal of any existing base chemical feed tanks. Provide evidence, indicating compliance with this requirement.

2.19 Chemical Deliveries

Chemicals must be delivered in returnable containers with transfer hoses no longer than ten feet and in quantities ranging from 15 to 200 gallons. No drum deliveries are acceptable. Drums are defined as any container over 15 gallons made of steel, plastic, or any type of poly. The use of drums is prohibited without the expressed permission of the Citadel and will only be considered on a case-by-case basis. Drums delivered without the expressed permission of the Citadel will be rejected and returned at the provider's expense. Company trained personnel must deliver the chemical to the base units, and be responsible for the proper cleanup of any chemical spills during the delivery. **Be specific in your explanation in complying with this requirement.**

Delivery hours are: 7:00 am to 3:00 p.m. (typical) EMERGENCIES- Anytime- at owner's request.

2.20 Subcontractors

Subcontractors are not to be used in any portion of your service unless expressly approved by The Citadel.

2.21 Consulting Services

Successful vendor must provide examples of systems where modifications resulted in significant cost avoidance or ROI. These examples should not be related to chemical replacement, elimination or performance. **Incorporation of modifications and return on investment data for existing problems on The Citadel campus systems will be evaluated.**

2.22 Engineering improvements, Return on Investment

Any engineering or mechanical improvements that can be incorporated in the term of the contract will be credited in the contract. The improvements must:

2.22.1 Reduce chemical usage that would otherwise be supplied in the terms of this contract.

2.22.2 Have a return of investment that falls within the terms of the contract life. ROI calculations may incorporate any cost savings incurred by The Citadel, including fuel, water, chemicals, etc.

2.22.3 Actual savings must be measured after implementation. If the ROI is not met during the contract term, a credit for the balance of the original cost of work will be awarded to The Citadel.

2.23 Customer Satisfaction

Successful offeror must have a program for measuring customer satisfaction. Provide evidence of your customer satisfaction program and some customer feedback reports from your references listed in Attachment A.

SECTION 3.0 GENERAL REQUIREMENTS

In addition to the requirements as defined in Section 2.0, the awarded contractor will be required to meet the general requirements and conditions outlined in this section.

3.1 Service Costs

The successful treatment company will be required to provide all normal service and monitoring including special services and process simulation studies, if required, as part of the cost of chemical treatment products. The Expected Treatment Services as described in Section 4.10 is the best estimate available of the service requirements, on a system type basis, at the time this document is issued. Service shall include all expected clerical, overhead, transportation, delivery, and laboratory costs.

Any assumptions, qualifications etc., that the treatment company wishes to identify relative to service costs should be addressed.

3.2 Chemical Products

All chemical products proposed for use at The Citadel shall be acceptable for use in the State of South Carolina and must be approved by the Federal government. All chemical products shall comply with all EPA and DOT requirements, including packaging and labeling.

3.3 Chemical Treatment Equipment

The treatment Company shall provide and maintain any and all existing water treatment related equipment which is needed (chemical pumps, controllers, timers, mixers, mix tanks, injection equipment and water meters) at no additional cost. Additional equipment that may need to be purchased may be offered to The Citadel with no more than a 10% mark-up. All repairs to equipment shall be completed within five (5) days of initial notification

3.4 Implementation Schedule

An implementation schedule shall be provided within four (4) weeks after contract award. The schedule, developed from site visits, shall identify an expected timetable for service to begin. All site visits during this time period shall be by appointment only.

This schedule will include training of Citadel personnel, installation of equipment and delivery of chemicals, reagents and test equipment, as well as operation manuals identified in this RFP.

There shall be no lapse in The Citadel's current service.

SECTION 4.0 SERVICE REQUIREMENTS

The successful Offeror will be required to meet the service requirements outlined in this section. In addition to these requirements listed below, Section 2 and Section 5 are also applicable. The following objectives are to be considered as a baseline for chemical treatment service for the duration of this contract.

Failure to meet these service requirements and/or cure noted deficiencies will serve as grounds for cancellation of the contract.

4.1 Chemical Treatment Performance Objectives

4.1.1 Boiler/Condensate Systems

The successful Offeror will implement an effective chemical treatment and service program to:

1. Prevent oxygen pitting, scaling, caustic gauging or embrittlement within boiler systems.
2. Control general corrosion within condensate systems to a measurable amount of less than 1 mil per year, mild steel. Corrosion rates shall be measured on site by stand alone electronic equipment. No coupon sampling shall be permitted.
3. Promote sludge conditioning and the complete dispersion of solids within the boiler systems.
4. Prevent boiler internal hard scale deposition resulting from hardness components, silicates, metallic particles or other adherent deposits.
5. Prevent oxygen pitting, carbonic acid corrosion, and fouling deposits in condensate systems.

4.1.2 Open Cooling Systems

The successful Offeror will implement an effective chemical treatment and service program to:

1. Control general corrosion within all open systems to a measurable amount of less than 2.0 mil per year, for carbon and stainless steels. Admiralty and other copper alloys shall be

- controlled to less than 0.2 mils per year. Corrosion rates shall be measured on site by stand-alone electronic equipment. No coupon sampling shall be permitted.
2. Prevent hardness, silica, or other scale forming deposits in cooling towers heat exchangers or related system components.
 3. Control biological and bacterial growths to prevent corrosion and fouling of heat exchangers, cooling towers or related system components. Must have a clearly published company position on Legionella bacteria control.
 4. Effectively neutralize, emulsify and or disperse of process fluid contaminants within process cooling systems.

4.1.3 Closed Heating, Chilled, and Cooling Systems

The successful Offeror will implement an effective chemical treatment and service program to:

1. Control general corrosion within all closed systems to a measurable amount of less than 0.5 mils per year for carbon steel, stainless steel, admiralty, and other copper alloys.
2. Control biological and bacterial growth to prevent corrosion and failing of heat exchangers or related system components.

NOTE: ABSOLUTELY NO FAILURES CAUSED BY IMPROPER WATER TREATMENT WILL BE TOLERATED

4.2. General Service Requirements

The successful Offeror shall check all equipment upon receipt of contract to determine the status and condition of the equipment and shall provide written preliminary recommendations (cleaning and treating) as part of the required Service Plan and Operations Manual Section 4.4.

The treatment Company shall continuously examine and evaluate the individual treatment program requirements and make recommendations to The Citadel representatives. The individual Citadel representatives shall have final approval of the water treatment program for each piece of equipment and upon approval, the treatment company shall provide the chemicals and be responsible for the implementation of the program.

A minimum of two (2) visits per month by the primary service representative will be required unless directed otherwise by The Citadel representative. Unless otherwise noted during these visits all treatment program testing inspections and Citadel operator monitoring shall be completed in accordance with the requirements specified in Section 4.10 Expected Treatment Services contained at the end of this section.

The treatment Company shall be required to setup and maintain a data management control program on at least two of the (2) Citadel provided computers for our specific water treatment program. This will include the training of Citadel personnel on the use and operation of these type programs.

4.3. Service Representatives

The successful Offeror shall provide to The Citadel, a minimum of two (2) qualified and approved service representatives to assist in the testing and monitoring of steam boilers, chilled and hot water closed systems, HVAC cooling towers, and domestic water systems.

The treatment company service representatives must meet the requirements as previously specified in Section 2.2.

All of the requirements as specified in Section 4.10, below, must be met. Upon completion of testing, an original log of the test results will be given to The Citadel representative. All recommendations and changes of chemical products, dosages, feed rates or equipment alterations must be reviewed with and approved by The Citadel representative.

4.4. Service Plan and Operations Manuals

The Citadel shall be provided (2) complete sets with individual manuals for Boiler Water and Condensate Systems Treatment, and Cooling Tower, Chilled Water and Hydronic Systems Treatment; an electronic copy of these manuals using Microsoft Word is also required. This document is to be developed from site visits after contract award. Each manual shall address the systems under this contract and shall be updated every review period.

The manual will be indexed and tabbed and shall address and contain the following:

1. Treatment Company contacts (telephone and page numbers).
2. Outline of the site chemical program including preliminary recommendations.
3. Chemical control test procedures and parameters.
4. Operator test log.
5. Chemistry Graphs For Each Component Or System
6. Product data and material safety data sheets.
7. Product bulletins.
8. Service reports.

The Service Plan Operations Manual shall be reviewed with each operator (and his supervisor) in charge of the chemical treatment programs. Upon presentation of this manual, the service representative shall assess the need of supplemental operator training classes.

4.5. Written Service Reports

The treatment company service representative shall be required to contact The Citadel representative at the beginning and conclusion of each visit.

Written service reports shall be given to the responsible Citadel personnel at the conclusion of each normal site visit. The service reports shall assess the status of the chemical treatment program, identify any problems and subsequent corrective action required, and clearly indicates the results of all vendor field tests conducted.

4.6. Performance Evaluation and Reviews

In an effort to assure each chemical treatment program is implemented in a timely manner and is working effectively, performance reviews will be held semi-annually after contract award. The service representatives shall meet with the designated Citadel representatives to present the treatment

program's past performance, define and discuss problem areas, implement action plans, and outline the goals and objectives for the next review period.

4.7. Operator Training Program

To ensure the success of the treatment program performance objectives, operator training is essential. The Treatment Company shall conduct quarterly on-site operator training seminars on the aspects of boiler, cooling water, and wastewater treatment. Published manuals and materials must be available for classroom training use. In addition to the formal classroom program, the field representative shall work with the operators during service visits to demonstrate water analysis technique and confirm operator performance and treatment log reliability.

The Company shall also provide on-line, self-paced training courses to Citadel personnel, with records of student performance and achievement levels.

Following completion of training, copies of the instruction materials, outlines, and lesson plans will be provided for reading and refresher of back shift Citadel personnel.

4.8. Results Assurance

It is expected that application of Offeror's program in strict accordance with instructions will result in clean heat transfer surfaces and low corrosion rates. These criteria will be monitored by the Offeror and The Citadel through the use of:

1. Corrosion monitoring with rates not to exceed levels in section 4.1 on mild steel and copper.
2. Fuel to steam efficiency studies utilizing Offeror's on site computer capability.
3. Chiller efficiency studies utilizing Offerors on-site computer capability.
4. Laboratory analysis.

Failure to meet efficiency and corrosion goals will result in immediate contract termination. Ability to monitor these goals is essential.

4.9. Laboratory Service

The Treatment Company shall provide the services of its research laboratories which will be required when necessary to perform a wide array of analytical work to facilitate the monitoring, control and troubleshooting of The Citadel's systems. All laboratory services shall be provided by the Treatment Company's own research facilities, unless specifically authorized by The Citadel. The laboratory service turn around time shall not exceed 21 calendar days from sample pick up time to report delivery.

4.10 Expected Treatment Services

Note:

All water treatment services and analysis will be performed with a Citadel Representative responsible for the maintenance and operation of the specific system being sampled, tested, treated or analyzed present.

4.10.1 Boiler System

Activity

Frequency

1.	Boiler water testing (conductivity, alkalinity, scale and corrosion inhibitor, sulfite)	biweekly
2.	Boiler make-up water testing (conductivity, hardness, pH, alkalinity)	biweekly
3.	Softened water testing (conductivity, pH hardness)	biweekly
4.	Boiler feedwater testing (conductivity, hardness)	biweekly
5.	Condensate testing (conductivity, pH, hardness)	biweekly
6.	Check of operator controlled water chemistries and log sheet results	biweekly
7.	Physical check of treatment facilities, equipment, and inventories	biweekly
8.	Check deaerator efficiency	2X / year
9.	Check condensate corrosion coupons	1X / 3 months
10.	Special studies (efficiencies, corrosion, oxygen monitoring, carryover, softener elution, etc.)	1X / year
11.	Boiler waterside inspections, photographs or video shall be taken	1X / year

4.10.2 **Open Cooling Systems (when operating)**

	<u>Activity</u>	<u>Frequency</u>
1.	Conductivity, pH, inhibitor, free chlorine residual testing	biweekly
2.	Cooling tower make-up testing	biweekly
3.	Biological testing (dipslides)	biweekly
4.	Visual inspection of cooling tower	monthly
5.	Check operator-controlled water chemistries and log sheets	monthly
6.	Physical check of treatment equipment (pumps, controllers, timers, injection equipment, water meters, valves and piping)	monthly
7.	Check chemical product inventories	monthly
	<u>Activity</u>	<u>Frequency</u>
8.	Check corrosion rates	quarterly

9.	Visually inspect heat exchangers	Annually
10.	Special studies (computer efficiencies, corrotor monitoring, biological optimization, approach temperatures)	Annually

4.10.3 Closed Hot Water/Chilled Water Systems

	<u>Activity</u>	<u>Frequency</u>
1.	Inhibitor testing (nitrate, pH, conductivity)	quarterly
2.	Check operator controlled water chemistries and log sheets	quarterly
3.	Physical check of treatment equipment and inventories	quarterly
4.	Biological testing	quarterly
5.	Check corrosion coupons	quarterly
6.	Special studies (efficiencies, corrosion)	As needed

SECTION 5.0 **CHEMICAL TREATMENT REQUIREMENTS**

The following specifications are intended as requirements for treatment of Boilers, Open Cooling Towers, Closed Heating and Cooling Systems. In addition to Section 2.0, the information below will become an integral part of the treatment company service objectives after contract award.

5.1 Boiler Chemical Specifications

1. Feed points of any chemical shall be as existing at The Citadel. The oxygen scavenger and alkalinity are fed into the storage section of the deaerator, the condensate amines are fed into the steam header, and the other chemicals are fed into the discharge of the boiler feedwater pumps. Cost for relocation of feed point, laboratory equipment, including all reagents, pumps, piping and any other changes, shall be included in the cost proposal.
2. **All chemicals must be in liquid form.**

5.2 Boiler Chemical Product Types

1. Oxygen Scavenger: only FDA approved oxygen scavengers may be used. Because of the low alkalinity of the boiler feedwater at the Boiler Plant, only a liquid, neutral pH sulfite-based oxygen scavenger may be used.
2. Boiler internal chemicals: only FDA approved. The program shall include one or more following types of chemicals.
 - A. Scale inhibitor: Polymer program is mandated. **Currently feedwater levels are between 3-5 PPM, due to condensate contamination.** The product must provide complete metal passivation.
 - B. Organic based dispersant: polymer based or organic based.
 - C. Sludge conditioner: if needed shall be organic only.
 - D. Anti foam: If needed shall be compatible with other boiler compounds.

The following programs are not acceptable:

Chelants or Chelant/Phosphate blends, Chelant polymer blends, Tannins and Lignin's.

3. **Return (Condensate) System**

Neutralizing: FDA approved, blended amines that provide initial, middle, and extended protection will be mandated. **Normal condensate return is between 5-8 PPM hardness.**

5.3 Open Cooling System Product Specifications

1. All chemicals shall be administered into the system by existing chemical injection feed systems at The Citadel.
2. Chemicals must be in liquid form for Byrd Hall
3. Solid chemical form (brick type) for open cooling system all other location.
4. Bromide chemical is in tablets form

5.4 Open Cooling Systems Product Types:

The treatment program must be comprehensive and shall include the integrated use of scale control agents, dispersants, corrosion inhibitors, pH control agents (only if necessary), and biocides/microbiocides.

1. No heavy metals are acceptable as a tracer in cooling towers.
2. Program shall not use acid or any chemical type concentration that will cause or aggravate tower drift to precipitate any compounds that are harmful to persons or property (such as buildings or automobiles located next buildings).
3. Scale control, dispersion, and pH control shall be achieved with use of non-toxic organic compounds and/or polymers and without the supplementary use of acid feed.
4. Corrosion inhibitor(s) shall be non-toxic organic compounds. Corrosion protection is provided for all metal surfaces encountered in this tower loop system. Offeror shall guarantee to achieve less than 2.0 MPY (mils per year) metal loss for ferrous, less than 0.2 MPY non-ferrous metal and surfaces.
5. Microbiocide: microbiological growth control shall limit formation of algae, slime forming bacteria, molds, fungi, and any biological fouling organisms anywhere within the entire treated open loop cooling water system.
6. Continuous feeding of tablet form bromine technology oxidizing microbiocides shall be used in conjunction with slug feeding of non-oxidizing biocides to maintain microbiological activity below 100,000 organisms per milliliter of treated cooling water. The non-oxidizing biocides cannot contain carbonates or heavy metals. Provide dip slides to monitor effectiveness of biocide treatment in (open systems) at each site on a monthly basis.
7. Dispersant: All organic and designed for removal of microbiological growth or oil.
8. Tower Lay-up: All organic water-soluble type corrosion inhibitor.

5.5 Closed Heating and Cooling Water Recirculating Systems

1. No heavy metals are acceptable as a tracer in closed systems.

2. Corrosion inhibitors for ferrous and non-ferrous metal with pH buffers to protect all different types of metals in the system. Offeror shall guarantee to achieve less than 0.5 MPY (mils per year) metal loss for non ferrous and for ferrous metals and surfaces.
3. Microbiocide: Non-oxidizing biocides to maintain microbiological activity to zero organisms per milliliter of treated cooling water. The non-oxidizing biocides cannot contain carbonates, heavy metals, be cationic, and be non-foaming. Provide dip slides to monitor effectiveness of biocide at each (closed systems) site on a monthly basis.

SECTION 6.0 TREATED SYSTEM SPECIFICATIONS AND OPERATING CONDITIONS

6.1 Main Boilers

No. 1, Model CB-4000800, Serial L-86576, Input 33,476,000 BTU/Hr Nat Gas 223.5 or #2 Grade Fuel Oil.

No. 2, Model CB-4000800, Serial L-86575, Input 33,476,000 BTU/Hr Nat Gas 223.5 or #2 Grade Fuel Oil.

No. 3, Model CB-4000800, Serial L-86574, Input 33,476,000 BTU/Hr Nat Gas 223.5 or #2 Grade Fuel Oil.

Boiler #	1, 2, 3
a. Boiler Type	800 HP Cleaver Brooks fire tube
b. Pounds steam	80,000,000 lbs/yr
c. Type firing	Natural Gas or #2 Grade Fuel Oil

Operating Data

- | | |
|---------------------------------------|------------------|
| 1. Deaerator temperature | 228° F |
| 2. Deaerator pressure | 10 psig |
| 3. Feedwater temperature | 228° F |
| 4. Boiler pressure | 100 psig |
| 5. Blowdown temperature to sewer | 120° F |
| 6. Est. annual steam production | 120 Million lbs. |
| 7. Average condensate return | 78% |
| 8. Average condensate return temp | 175° F |
| 9. Average hardness (after softening) | 3-5 PPM |

Make-Up Water Pretreatment

1. All Make-Up water is City of Charleston water
2. The external pretreatment equipment consists of the following:
 - a. Zeolite softeners
 - b. Deaerator
3. Annual Make-Up water quantity = 3.0 Million gallons

Make-Up Water Analysis

Total hardness (CaCO ₃)	52 ppm
Sodium	28 ppm
PO ₄	1.4 ppm
Copper	0.05
Conductivity	180-220 µmhos
Total iron (as Fe)	0.10 ppm
Oxygen (as O ₂)	.005 ppm
PH	.005 PPM

Chlorides	27 ppm
Silica	4.7 ppm
M alkalinity	20 ppm
P alkalinity	1.0 ppm

6.2 Cooling Towers, Byrd Hall

Marley Tower Model 071727-002, Serial NC-5101CP

Average tonnage actually used	255 tons
Number of hours per day (average)	24 hours
Number of hours per year (average)	4,500 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F
Average condenser water tower - open loop recalculation rate	890 gpm
Total tower water system	760 gals
Tower runs only during summer months	

6.3 Cooling Towers, Deas Hall

Evapco model USS-19-78, S/N T022220

Average tonnage actually used	150 tons
Number of hours per day (average)	16 hours
Number of hours per year (average)	5,760 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F
Average condenser water tower - open loop recalculation rate	400 gpm
Total tower water system	1,105 gals

6.4 Cooling Towers, Grimsley Hall

Evapco Tower Model AT-8-91, Serial 906037

Average tonnage actually used	105 tons
Number of hours per day (average)	16 hours
Number of hours per year (average)	5,500 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F
Average condenser water tower - open loop recalculation rate	500 gpm
Total tower water system	740 gals

6.5 Cooling Towers, Jenkins Hall

Evapco Tower Model AT-8-96, Serial 939738

Average tonnage actually used	125 tons
Number of hours per day (average)	16 hours
Number of hours per year (average)	4,500 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F
Average condenser water tower - open loop recalculation rate	580 gpm
Total tower water system	550 gals
Water cooled chiller/tower run only during summer months	

6.6 Cooling Towers, Central Chiller Plant

BAC Model 3412AMM2, S/N 14236701A01C

Average tonnage actually used	650 tons
Number of hours per day (average)	24 hours
Number of hours per year (average)	4,500 hours
Normal return water temperature	95° F
Normal supply water temperature	85° F
Average condenser water tower - open loop recalculation rate	1800 gpm

	Total tower water system	2000 gals
6.7	Joined Chilled Water System, Byrd Hall CW, Duckett Hall CW Bond Main Chiller	
	Total System Volume	3,605 gals
	Make-Up Water Requirements	155 gals/year
	Make-Up Water Type	City of Charleston Water
6.8	Chilled Water System, Capers Hall	
	Total System Volume	1,121 gals
	Make-Up Water Requirements	20 gals/year
	Make-Up Water Type	City of Charleston Water
6.9	Joined Chilled Water System, Daniel Library, Mack Clark Hall, Summerall Chapel	
	Total System Volume	2008 gals
	Make-Up Water Requirements	20 gals/year
	Make-Up Water Type	City of Charleston Water
6.10	Chilled Water System, Deas Hall	
	Total System Volume	625 gals
	Make-Up Water Requirements	20 gals/year
	Make-Up Water Type	City of Charleston Water
6.11	Chilled Water System, Mary Murray Infirmary	
	Total System Volume	185 gals
	Make-Up Water Requirements	10 gals/year
	Make-Up Water Type	City of Charleston Water
6.12	Chilled Water System, Jenkins Hall/ Thompson Hall	
	Total System Volume	2500 gals
	Make-Up Water Requirements	0 gals/year
	Make-Up Water Type	City of Charleston water
6.13	Glycol System, Deas Hall, Ice Storage System	
	Total System Volume	2,000 gals
	Make-Up Water Type	30% Ethylene Glycol
6.14	Chilled Water System, Deas Hall, Ice Storage Tanks (7ea)	
	Total System Volume	12,000 gals
	Make-Up Water Type	City of Charleston Water
6.15	Chilled Water System, Central Chiller System	
	Total System Volume	6,200 gals
	Make-Up Water Requirements	600 gals/year
	Make-Up Water Type	City of Charleston Water
6.16	Chilled Water System, LeTellier Hall	
	Total System Volume	649 gals
	Make-Up Water Requirements	0 gals/year
	Make-Up Water Type	City of Charleston Water
6.17	Chilled Water System, Watts Barracks	
	Total System Volume	3,735 gals
	Make-Up Water Requirements	0 gals/year
	Make-Up Water Type	City of Charleston Water

6.18	Hot Water System, Bond Hall Main Heat Total System Volume Make-Up Water Requirements Make-Up Water Type	2,270 gals 0 gals/year City of Charleston Water
6.19	Hot Water System, Byrd Hall, Perimeter Heat Total System Volume Make-Up Water Requirements Make-Up Water Type	352 gals 0 gals/year City of Charleston Water
6.20	Hot Water System, Capers Hall Total System Volume Make-Up Water Requirements Make-Up Water Type	687 gals 0 gals/year City of Charleston Water
6.21	Hot Water System, Coward Hall Total System Volume Make-Up Water Requirements Make-Up Water Type	1,399 gals 0 gals/year City of Charleston Water
6.22	Hot Water System, Deas Hall Total System Volume Make-Up Water Requirements Make-Up Water Type	247 gals 0 gals/year City of Charleston Water
6.23	Hot Water System, LeTellier Hall Total System Volume Make-Up Water Requirements Make-Up Water Type	423 gals 0 gals/year City of Charleston Water
6.24	Hot Water System, Vandiver Hall Total System Volume Make-Up Water Requirements Make-Up Water Type	745 gals 0 gals/year City of Charleston Water
6.25	501 Wilson Steam condensate system (2) Cleaver Brooks Clearfire Boilers 25HP – Natural Gas input Make up water is softened City of Charleston makeup Feedwater storage 50 Gallons	
6.26	Readiness Center Chill Water system Closed loop Total System Volume Make-Up Water Requirements Make-up Water Type	2600 Gallons 0 gals/year City of Charleston Water
6.27	Readiness Center –Hot Water Heating Closed Loop (2) Locinvar Hot Water Boilers 2MBTUs Total System Volume Make-Up Water Requirements Make-up Water Type	800 Gallons 0 gals/year City of Charleston Water
6.28	Bastin Hall Chill Water system Closed loop Total System Volume	1000 Gallons

Make-Up Water Requirements
Make-up Water Type

0 gals/year
City of Charleston Water

DELIVERY / PERFORMANCE LOCATION – PURCHASE ORDER (JAN 2006): (MODIFIED)

After award, all deliveries shall be made and all services provided to the location specified by the RFP and the accepted response. [03-3015-1]

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL (MODIFIED): You shall submit a signed Cover Page and Page Two. **You must upload an image of a signed Cover Page and Page Two in your electronic copy.** Your offer should include all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

INFORMATION FOR OFFERORS TO SUBMIT – RISK ANALYSIS (JAN 2020): When both parties fully understand the risks associated with a proposed contract, they can better manage and more appropriately allocate those risks. Accordingly, and for purposes of evaluation, you should submit the following: (i) an identification of key risks involved in the contract's performance and non-performance; (ii) an identification of the key risks to successful performance; (iii) an analysis and evaluation of the risks identified; and (iv) recommendations for managing the risks. Please address risks to everyone involved, such as the agency, contractor, expected users, and business partners. In responding, you are welcome to use the Risk Analysis Table found at www.procurement.sc.gov/legal/resources. [04-4013-1]

MINORITY PARTICIPATION (APR 2024):

Is the bidder a South Carolina Certified Minority Business? ☐ Yes ☐ No

Is the bidder a Minority Business certified by another governmental entity? ☐ Yes ☐ No

If so, please list the certifying governmental entity: _____

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? _____

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor? ☐ Yes ☐ No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? _____

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- ☐ Traditional minority
- ☐ Traditional minority, but female
- ☐ Women (Caucasian females)
- ☐ Hispanic minorities
- ☐ DOT referral (Traditional minority)
- ☐ DOT referral (Caucasian female)
- ☐ Temporary certification
- ☐ SBA 8 (a) certification referral

[] Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.) The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: <http://osmba.sc.gov/directory.html> [04-4015-4]

SUBMITTING REDACTED OFFERS (MAR 2015): If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

V. QUALIFICATIONS

QUALIFICATIONS OF OFFEROR (MAR 2015): (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) **Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability;** however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.” [05-5005-2]

VI. AWARD CRITERIA

AWARD CRITERIA – PROPOSALS (JAN 2006): Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the State. [06-6030-1]

AWARD TO ONE OFFEROR (JAN 2006): Award will be made to one Offeror. [06-6040-1]

DISCUSSIONS AND NEGOTIATIONS – OPTIONAL (FEB 2015): Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve

both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6060-1]

EVALUATION FACTORS – PROPOSALS (JAN 2006): Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. [06-6065-1]

- **Service Requirements** **40%**
 - Treatment systems proposed
 - Planning and operations manuals
 - Program performance evaluation and review procedures
 - Chemicals proposed for use
- **Contractor Qualifications** **25%**
 - Response time to service calls
 - Training program proposed
 - Lab and test capabilities and reporting
 - Examples of program administration
 - Continuous improvement program
- **Cost Proposal** **20%**
 - Program costs as compared to other offerors
- **Company Background and References** **15%**
 - Evidence of financial stability
 - Experience level (must at least meet minimum requirements)
 - Qualifications and experience of proposed representatives
 - Responses received from references

UNIT PRICE GOVERNS (JAN 2006): In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

VII. TERMS AND CONDITIONS

A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180,

which does not restrict transfers by operation of law. [07-7A004-2]

BANKRUPTCY - GENERAL (FEB 2015): (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

CHOICE-OF-LAW (JAN 2006): The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

CONTRACT AWARDED PURSUANT TO CODE (MAR 2024): Any contract resulting from this solicitation is formed pursuant to the South Carolina Consolidated Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available." [07-7A012-1]

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE (FEB 2015):

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

DISCOUNT FOR PROMPT PAYMENT (JAN 2006):

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic

funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day. [07-7A020-1]

DISPUTES (JAN 2006): (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

EQUAL OPPORTUNITY (JAN 2006): Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

FALSE CLAIMS (JAN 2006): According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

FIXED PRICING REQUIRED (JAN 2006): Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

NO INDEMNITY OR DEFENSE (FEB 2015): Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

NOTICE (JAN 2006): (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

OPEN TRADE (JUN 2015): During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

ORGANIZATIONAL CONFLICT OF INTEREST (JUL 2023)

(a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The State may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the State beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the State may terminate the contract for default. [07-7A054-1]

PAYMENT & INTEREST (Modified): (a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment will be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by either check or electronic funds transfer (EFT). (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY (JAN 2006): Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

PURCHASE ORDERS (JAN 2006): Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

SURVIVAL OF OBLIGATIONS (JAN 2006): The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

TAXES (JAN 2006): Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006): Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

THIRD PARTY BENEFICIARY (JAN 2006): This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

WAIVER (JAN 2006): The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

B. SPECIAL

CHANGES (JAN 2006):

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

COMPLIANCE WITH LAWS (JAN 2006): During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015): (a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates

and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

CONTRACTOR PERSONNEL (JAN 2006): The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

CONTRACTOR'S OBLIGATION – GENERAL (JAN 2006): The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006): Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

DEFAULT – SHORT FORM (FEB 2015): The state may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any material contract terms and conditions, or fails to provide the state, upon request, with adequate assurances of future performance. In the event of termination for cause, the state shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the state for any and all rights and remedies provided by law. If it is determined that the state improperly terminated this contract for default, such termination shall be deemed a termination for convenience. [07-

ILLEGAL IMMIGRATION (NOV 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, “A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL (NOV 2011): Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor’s obligations hereunder are in no way limited by any protection afforded under workers’ compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties’ agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, “Indemnitees” means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

LICENSES AND PERMITS (JAN 2006): During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

MATERIAL AND WORKMANSHIP (JAN 2006): Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

PRICE ADJUSTMENTS (JAN 2006): (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed): (a) by agreement on a fixed price adjustment before

commencement of the pertinent performance or as soon thereafter as practicable; (b) by unit prices specified in the Contract or subsequently agreed upon; (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon; (d) in such other manner as the parties may mutually agree; or, (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws. (2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830. [07-7B160-1]

PRICING DATA – AUDIT – INSPECTION (JAN 2006): [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

PURCHASING CARD (JAN 2006): Contractor agrees to accept payment by the South Carolina Purchasing Card for no extra charge. The Purchasing Card is issued by Visa. The purchasing card allows state agencies to make authorized purchases from a vendor without the requirement to issue a purchase order. [07-7B200-1]

RELATIONSHIP OF THE PARTIES (JAN 2006): Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

TERMINATION FOR CONVENIENCE – SHORT FORM (JAN 2006): The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. In such a termination, the Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. Upon such termination, the contractor shall (a) stop work to the extent specified, (b) terminate any subcontracts as they relate to the

terminated work, and (c) be paid the following amounts without duplication, subject to the other terms of this contract: (i) contract prices for supplies or services accepted under the contract, (ii) costs incurred in performing the terminated portion of the work, and (iii) any other reasonable costs that the contractor can demonstrate to the satisfaction of the State, using its standard record keeping system, have resulted from the termination. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided. As a condition of payment, contractor shall submit within three months of the effective date of the termination a claim specifying the amounts due because of the termination. The absence of an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the state beyond what it would have been had the subcontract contained such a clause. [07-7B260-1]

WARRANTY – STANDARD (JAN 2006): Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided. [07-7B280-1]

VIII. BIDDING SCHEDULE/COST PROPOSAL

PRICE PROPOSAL (MODIFIED): Notwithstanding any other instructions herein, you shall submit the following price information with the proposal:

- Completed version of Attachment B: Cost Proposal

IX. ATTACHMENTS TO SOLICITATION

The following documents are attached to this solicitation:

**APPENDIX A: NONRESIDENT TAXPAYER REGISTRATION INFORMATION AND
AFFIDAVIT INCOME TAX WITHHOLDING**

APPENDIX B: OFFEROR'S CHECKLIST

APPENDIX C: General Counsel Notice

ATTACHMENT A: Offeror Questionnaire

ATTACHMENT B: Cost Proposal

APPENDIX A

Instructions for Non-Resident Taxpayer Registration

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

SC FORM I-312

Access the form via the link below:

[NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT I-312](#)

INFORMATION NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Nonresidents Must Complete and Return Form with Offer

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue (SCDOR).

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the SCDOR.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.

However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

APPENDIX B

Offeror's Checklist

OFFEROR'S CHECKLIST

AVOID COMMON PROPOSAL MISTAKES

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-PROPOSAL CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, **not** against this checklist.
You do not need to return this checklist with your response.

APPENDIX C

General Counsel Notice

The Citadel will not, due to its status as an agency of the State of South Carolina:

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than South Carolina;
- d. Procure types or amounts of insurance beyond those The Citadel already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to The Citadel's policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to South Carolina's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. Agree to automatic renewals for such that the total length of a contract extends beyond five years.

Attachment A Offeror Questionnaire

A completed version of this questionnaire must be returned with your proposal and meet minimum requirements in order to be considered for award.

Section 1

Years in water treatment business _____

Annual Report attached Yes _____ No _____

Section 2 Services Representative experience and qualification will be evaluated as award criteria. Current resumes of both Primary and Alternate Service Representatives must accompany the proposal.

Primary Service Representative

Name _____

Address _____

Phone No _____

Degree\ School _____

Number of years experience as a Primary Service Representative _____ Years

Number of years with the current employer _____ Years

Verification of Safety Training Yes _____ No _____

Qualifications _____

Alternate Service Representative

Name _____

Address _____

Phone No _____

Degree \ School. _____

Number of years experience as a Secondary Service Representative _____ Years

Number of years with the current employer _____ Years

Verification of Safety Training Yes _____ No _____

Qualifications _____

Section 3 References (Provide five (5) current customers utilizing similar services described herein.

References will be contacted and will be utilized in the evaluation process.

1. Primary Contact _____
Secondary Contact _____
Company Name _____
Company Address _____

Contact Name _____
Contact Phone No. _____
Contact Email _____
Boilers operating at or above 125 psig Yes _____ No _____
Cooling Tower operating at or
above 2000 tons Yes _____ No _____
Chilled Water systems at or above
1000 tons Yes _____ No _____

2. Primary Contact _____
Secondary Contact _____
Company Name _____
Company Address _____

Contact Name _____
Contact Phone No. _____
Contact Email _____
Boilers operating at or above 125 psig Yes _____ No _____
Cooling Tower operating at or
above 2000 tons Yes _____ No _____
Chilled Water systems at or above
1000 tons Yes _____ No _____

3. Primary Contact _____
Secondary Contact _____
Company Name _____
Company Address _____

Contact Name _____

Contact Phone No. _____

Contact Email _____

Boilers operating at or above 125 psig Yes _____ No _____

Cooling Tower operating at or
above 2000 tons Yes _____ No _____

Chilled Water systems at or above
1000 tons Yes _____ No _____

4. Primary Contact _____

Secondary Contact _____

Company Name _____

Company Address _____

Contact Name _____

Contact Phone No. _____

Contact Email _____

Boilers operating at or above 125 psig Yes _____ No _____

Cooling Tower operating at or
above 2000 tons Yes _____ No _____

Chilled Water systems at or above
1000 tons Yes _____ No _____

5. Primary Contact _____

Secondary Contact _____

Company Name _____

Company Address _____

Contact Name _____

Contact Phone No. _____

Contact Email _____

Boilers operating at or above 125 psig Yes _____ No _____

Cooling Tower operating at or above 2000 tons Yes _____ No _____

Chilled Water systems at or above 1000 tons Yes _____ No _____

Section 4

Fulfill service level and response time requirements Yes _____ No _____

Section 5

Operator training program and written test procedures attached Yes _____ No _____

Section 6

Summary of efficiency monitoring capabilities attached Yes _____ No _____

Section 7

All biocides registered with the EPA Yes _____ No _____

Section 8

Phone number for emergency information _____

Sample copy of MSDS attached Yes _____ No _____

Section 9

Fulfill laboratory requirements Yes _____ No _____

Sample analytical reports attached Yes _____ No _____

Section 10

Summary of microbiological test capabilities attached Yes _____ No _____

Sample test report attached Yes _____ No _____

Section 11

Summary of domestic water system capabilities attached Yes _____ No _____

Section 12

Fulfill reagent capabilities Yes _____ No _____

Section 13

Summary of quality improvements programs attached Yes _____ No _____

Section 14

Compliant with program administration requirement Yes _____ No _____

Section 15

Summary of data management capabilities attached Yes _____ No _____

Section 16

Compliant with product development and application technology requirement Yes _____ No _____

Section 17

Summary of analytical equipment requirement attached Yes _____ No _____

Section 18

Evidence provided indicating compliance with bulk chemical feed system Yes _____ No _____

Section 19

Evidence provided indicating compliance with chemical delivery requirements Yes _____ No _____

Section 20

Compliance with subcontractor requirement Yes _____ No _____

Section 21

Evidence provided indicating compliance with consulting services requirement Yes _____ No _____

Section 22

Engineering improvements submitted (optional) Yes _____ No _____

Section 23

Evidence provided indicating compliance with customer satisfaction requirement Yes _____ No _____

Signature _____

Name _____

Title _____

Company _____

Address _____

Telephone _____

Date _____

Attachment B Cost Proposal

The following information must be provided to properly assess the effectiveness of the chemical being offered

1. BOILER CHEMICAL TREATMENT FORM

System: _____

(Note)* Number shown in parenthesis along the right margin of the bid form represents the respective line entries that are used in the subsequent calculation.

Product #1 Oxygen Scavenger Name/No. _____

- a. Product ppm required per 1 ppm of Oxygen in F.W. _____ ppm (1)
- b. Product ppm feed required per 1 ppm residual in F.W. _____ ppm (2)
- c. Recommended average feedwater residual _____ ppm (3)
- d. Cost per pound of product \$ _____ /lb. (4)

Product #2 Scale Inhibitor Name/No. _____

- a. Product ppm required per ppm TA Hardness in F.W. _____ (5)
- b. Product ppm required per ppm Fe in F.W. _____ (6)
- c. Recommended average boiler residual ____ **20/30** ____ ppm (7)
(Minimum of 100 ppm as product)
- d. Cost per pound of product \$ _____ /lb. (8)

Product #3 Organic Dispersant Name/No. _____

- a. Recommended average boiler water concentration _____ ppm (9)
(minimum of 100 ppm as product)
- b. Cost per pound of product \$ _____ /lb. (10)

Product #4 Condensate pH Neutralizer Name/No. _____

- a. PPM required per ppm CO₂ _____ ppm (11)
(minimum of 0.7 ppm)
- b. Recommended average condensate pH: _____ (12)
- c. Cost per pound of product \$ _____ /lb. (13)
- d. ppm CO₂ in steam = 7.3
- e. Product concentrations _____

Boiler Concentration Recommendations:

Average Cycles of Concentration _____ (14)

Oxygen Scavenger Costs:

{FW O_x x (1) + [(2)x(3)]/(14)} (4)=\$ _____ /MM # FW (15)
FW O_x - feedwater Oxygen ppm = .015

Organic Dispersant Cost

(9) x (10) = \$ _____ /MM #FW (16)
(14)

Note: (9*) minimum of 100 ppm

Condensate pH Neutralizer Cost

7.3*** x (11) x (13) = \$ _____ /MM #FW (17)

Chemical Costs: \$Cost/1 Million Lbs of Feedwater

1. Oxygen Scavenger Costs \$ _____ From (15) (18)

2. Organic Dispersant Cost \$ _____ From (16) (19)

3. Neutralizer Cost \$ _____ From (17) (20)

Total Chemical Cost & _____ (21)
Sum = [(18) + (19) + (20)]

$$\text{Feedwater MM \#/yr} = \frac{\text{MM Lbs/yr Steam}}{1 - [1/(14)^*]}$$

*(14) Average cycles of concentration from page 44. MM = Million

Total boiler chemical treatment cost/yr = [total chemical cost/MM lbs FW] x [MM # FW]

Provide the number of pumps required to disburse chemical to the Boiler system. _____ Pumps

2. **OPEN COOLING SYSTEM TREATMENT FORM**

System: _____

Average Cycles of Concentration _____ * (1)*

* All calculations for chemical consumption will be based on average cycles of concentration listed above, based on bidder's recommendations.

Chemical Treatment Program (Open Cooling Systems)

SCALE INHIBITOR Name/No. _____

- a. DOSAGE RATE: Pounds of product per 1000 gals of open cooling water: _____ lbs/1000 gals. (2)
- b. Cost per pound of product \$ _____ /lb. (3)

CORROSION INHIBITOR Name/No. _____

- a. DOSAGE RATE: Pounds of product per 1000 gals of open cooling water: _____ lbs/1000 gals. (4)
- b. Cost per pound of product \$ _____ /lb. (5)

ORGANIC DISPERSANT Name/No. _____

- a. DOSAGE RATE: Pounds of product per 1000 gals of open cooling water: _____ lbs/1000 gals. (6)
- b. Cost per pound of product \$ _____ /lb. (7)

BIOCIDE NON OXIDIZING Name/No. _____

- a. DOSAGE RATE: Pounds of product per 1000 gals of open cooling water: _____ lbs/1000 gals. (8)
- b. Number of application per week (minimum 3-1/2) ____ (9)
- c. Cost per pound of product \$ _____ /lb. (10)

BIOCIDE OXIDIZING Name/No. _____

- a. DOSAGE RATE: Pounds of product per 1000 gals of open cooling water: _____ lbs/1000 gals. (11)
- b. Continuous feed, recommended free residual _____ (12)
- c. Cost per pound of product \$ _____ /lb. (13)

BIOCIDE OXIDIZING Name/No. _____

- a. DOSAGE RATE: Pounds of product per 1000 gals of open cooling water: _____ lbs/1000 gals. (14)
- b. Continuous feed, recommended free residual _____ (15)

BIODISPERSANT FOR OXIDIZING BIOCIDE Name/No. _____

- a. DOSAGE RATE: Pounds of product per 1000 gals of open cooling water: _____ lbs/1000 gals. (16)
- b. Cost per pound of product \$ _____ /lb. (17)

Anti foam Name/No. _____

a. DOSAGE RATE: Pounds of product per 1000 gals of
open cooling water: _____ lbs/1000 gals. (18)

b. Cost per pound of product \$ _____ /lb. (19)

Annual Cost **Offeror must provide product data sheet for all products proposed**

Scale Inhibitor

(2) (3) (Blowdown Water Gallons)/1000 = \$ _____

Corrosion Inhibitor

(4) (5) (Blowdown Water Gallons)/1000 = \$ _____

Organic Dispersant

(6) (7) (Blowdown Water Gallons)/1000 = \$ _____

Biocide Non Oxidizing

(8) (9) (10) x 100 x 52 = \$ _____

Biocide Oxidizing

(11) (13) (Blowdown Water Gallons)/1000 = \$ _____

Biocide Oxidizing

(14) (15) (Blowdown Water Gallons)/1000 = \$ _____

Biodispersant

(16) (17) (Blowdown Water Gallons)/1000 = \$ _____

Antifoam

(18) (19) (Blowdown Water Gallons)/1000 = \$ _____

Total

= \$ _____

Provide the number of pumps required to disburse chemical to the open cooling system. _____ Pumps

3. CHILLED/HOT WATER SYSTEM TREATMENT FORM

System: _____

CORROSION INHIBITOR Name/No. _____

a. DOSAGE RATE: Pounds of product per 1000 gals of
chilled water per application: _____ lbs/1000 gals. (1)

b. Inhibitor concentration level in chilled water:
_____ ppm as _____ (2)

b. Cost per pound of product \$ _____ /lb. (3)

NON OXIDIZING BIOCIDES Name/No. _____

- a. DOSAGE RATE: Pounds of product per 1000 gals of chilled water per application: _____ lbs/1000 gals. (4)
- b. Number of application per year (minimum 2) _____/yr (5)
- c. Cost per pound of product \$ _____/lb. (6)

Annual Cost

Corrosion Inhibitor	
(1)(2)(3)	\$ _____
Non Oxidizing Biocide	
(4)(5)(6)	\$ _____
TOTAL COST	\$ _____

Provide the number of pumps required to disburse chemical to the closed cooling system. _____ Pumps

4. CHEMICAL TREATMENT PROGRAM

Total Annual Cost for chemical treatment for all systems listed in Section 6 of the Scope of Work

\$ _____

TOTAL ANNUAL SUM FOR COMPLETE WATER TREATMENT PROGRAM

\$ _____

The Citadel will make monthly payments in twelve (12) equal installments under the awarded contract.