



**University of North Carolina at Chapel Hill
Procurement Services**

CB#1100, 104 Airport Drive Suite 2700
Chapel Hill, NC 27599-1100
Telephone 919-962-2251 FAX 919-962-0636

**BID NUMBER MUST APPEAR ON ALL
QUOTATIONS
AND RELATED CORRESPONDENCE**

INVITATION FOR BIDS

Refer ALL Inquiries To Mark Sillman
Phone Number 919/962-9463

Issue Date: 09/23/23
Requisition: 1000884484

BID NUMBER
3000011448
OPENING DATE
10/13/23

NOTICE TO BIDDERS

Bids must be sealed. Bids are subject to the conditions made a part hereof and will be received at this office until 1:00 PM on the opening date shown above and will then be opened.

Bids will include the supplies, materials, and/or services as described below, delivered "FOB destination Chapel Hill, NC" with all transportation charges prepaid and included in the bid price, Requested delivery date : 09/15/2023

Bids and/or addenda submitted via facsimile (FAX) machine in response to this Invitation for Bids will not be acceptable. Bids are subject to rejection unless submitted on this form.

Offer shall be valid for 60 days from date of bid opening unless otherwise stated here ----- days
Prompt Payment Discount ----- % ----- days

DELIVERY: Early delivery is requested and bidder is urged to state earliest guaranteed delivery. Delivery will be made from -----(city and state) within -----days after receipt of order
LIST: Name, address and telephone number from which service and parts are available. _____ _____ _____

YES NO **Mandatory Site Visit/Pre-bid Conference**



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EXECUTION

Certification: By executing this bid, the undersigned Vendor certifies that: (i) this bid is submitted competitively and without collusion (G.S. 143-54), (ii) none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), (iii) it is not an ineligible vendor as set forth in G.S. 143-59.1, (iv) no gift has been offered, extended, or promised by any of its employees or representatives to any University employee associated with preparing plans, specifications or estimates for this IFB, or in awarding or administering the contract to result from this IFB, or in inspecting or supervising the services to be rendered (G.S. 133-32), (v) if any of the services to be performed under this IFB will be performed outside the United States by the Vendor or Vendor's subcontractors, Vendor has disclosed such information in writing to the University (G.S. 147-33.97); (vi) it acknowledges that the University's internal auditor and State of North Carolina auditors have the right under North Carolina law to access upon request the Vendor's records and representatives to audit fees and performance associated with procurement contracts (G.S. 147-64.7), (vii) it and each of its subcontractors for any contract resulting from this IFB complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system (G.S. §143-48.5). False certification may constitute a Class I felony under North Carolina law.

Failure to execute/sign bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

	FEDERAL TAX ID NUMBER
STREET ADDRESS	PO BOX NUMBER
CITY & STATE ZIP	TELEPHONE NUMBER
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING	TOLL FREE TELEPHONE NUMBER
AUTHORIZED SIGNATURE DATE	FAX NUMBER

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the University.



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UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

IFB # 3000011448

For internal processing, please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

ID Number:

Federal ID Number or Social Security Number

Vendor Name

1.0 PURPOSE AND BACKGROUND

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BIDS DOCUMENT

The IFB is comprised of the main body of this IFB document, plus the attachments, and any addenda released before contract award. All attachments and addenda released for this IFB in advance of any contract award are incorporated herein by reference. All terms in this IFB shall be enforceable as contract terms. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.

2.2 IFB SCHEDULE

Event	Responsibility	Date and Time
Issue IFB	University	09-25-2023
Hold Pre-bid Meeting/Site Visit	University	NOT REQUIRED
Submit Written Questions	Vendors	NLT 09-29-2023 @ 1:00 P.M. EST
Provide Response to Questions	University	ASAP
Submit Bids	Vendors	NLT 10-13-2023 @ 1:00 P.M. EST
Contract Award	University	ASAP <i>(date subject to change)</i>

2.3 BID QUESTIONS

Upon review of the IFB, Vendors may have questions regarding the IFB. Vendors shall submit any such questions by the above due date listed in the section titled "IFB Schedule" above.

Written questions shall be e-mailed to mark_sillman@unc.edu by the date and time specified above. No phone calls will be accepted. Vendors should enter "IFB #3000011448: Questions" as the subject for the email. Questions submittals should include a reference to the applicable IFB section and be submitted in a format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question...?

Questions received prior to the submission deadline date, the University's response, and any additional terms deemed necessary by the University will be posted in the form of an addendum to the States Purchasing Bid Site, as well as being emailed to those that sent them in, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any University personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this IFB.

2.4 BID SUBMITTAL

IMPORTANT NOTE: All bids shall be emailed to mark_sillman@unc.edu with the subject line "IFB - 3000011448- Company Name" on or before the bid deadline in order to be considered timely. All risk of late arrival due to unanticipated delay is entirely on the Vendor. All Vendors are urged to take the possibility of delay into account when submitting a bid. MPORTANT risk of late arrival due to unanticipated delay is entirely on the Vendor. All Vendors are urged to take the possibility of delay into account when submitting a bid.

- a) Email one (1) signed, executed bid response,
- b) Intentionally Removed.
- c) The electronic copy of your bid must be provided without any password protection and must be capable of being copied to readable media such as Microsoft Word or Microsoft Excel.

2.5 BID CONTENTS

Vendors shall complete all of the applicable portions of this IFB that require the Vendor to provide information and include an authorized signature where indicated.

- a) Completed and signed version of EXECUTION PAGE, and signed receipt pages of any addenda released in conjunction with this IFB
- b) Completed version of ATTACHMENT A: LOCATION OF WORKERS UTILIZED BY VENDOR
- c) ATTACHMENT B: INSTRUCTIONS TO BIDDERS
- d) ATTACHMENT C: PRICING FORM
- e) ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

SEE SCOPE OF WORK

2.7 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the University's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this IFB, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this IFB, those must be submitted as questions in accordance with Section 2.4 BID QUESTIONS. If the University determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an IFB addendum. The University may also elect to leave open the possibility for later negotiation of specific components of the contract that have been addressed during the question and answer period. Other than through this process, the University will reject and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Bidder submitted with Vendor's response. This applies to any language appearing in or attached to the document as part of the Vendor's response that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. By execution and delivery of a bid in response to this Invitation for Bids, Vendor agrees that any additional or modified terms and conditions, including Instructions to Bidders, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.4 BID QUESTIONS, about whether a specific, proposed modification is acceptable to or will be considered by the University. Identification of objections or exceptions to the University's terms and conditions in the bid itself shall not be allowed and shall be disregarded or the bid rejected. By executing and submitting its bid in response to this IFB, Vendor understands and agrees that the University may exercise its discretion not to consider any and all proposed modifications a Vendor may request.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

The University may obtain bids from one or more potential vendors. All bids will be evaluated and award will be based on lowest responsive bid meeting specifications

While the intent of this IFB is to award a contract to single vendor for all line items, the University reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a contract, if it is considered to be most advantageous to the University to do so

3.2 BID EVALUATION PROCESS

1. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The University reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.
2. At that date and time specified as the bid opening, the package containing the bids from each responding firm will be opened publicly and the name of the Vendor and the price(s) bid announced.
3. The University shall review all Vendor responses to this IFB to confirm that they meet the specifications and requirements of the IFB. The University reserves the right to waive any minor informality or technicality in bids received.
4. For all responses that pass the initial review process, the University will review and assess the Vendors' pricing. The University may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the University is not required to request clarification, and often does not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.
5. Bids will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Upon completion of all evaluations, the University will make award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the University. Vendors are cautioned that this is an invitation for bids, not a request or an offer to contract, and the University reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the University.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the University to receive a better bid, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

SEE THE ATTACHED SCOPE OF WORK DOCUMENT ATTACHED.

4.1 PRICING

Bid price shall constitute the total cost to End User Department for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. Complete ATTACHMENT C: PRICING FORM and include with Bid.

Please refer to Attachment C for delivery details.



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4.2 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

1120 Estes Dr
Env,Health,Safety Blg-1019
Chapel Hill, NC 27516
USA

Successful Vendor must complete delivery within _____consecutive calendar days after receipt of purchase order.
For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

Delivery shall not be considered to have occurred until installation has been completed. Upon completion of the installation, the Vendor shall remove and properly dispose of all waste and debris from the installation site. The Vendor shall be responsible for leaving the installation area clean and ready to use.

4.3 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

Vendor warrants that all equipment furnished under this IFB will be new, of good material and workmanship. The warranty will be for a minimum period of twelve (12) months from date equipment is put into operation. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians travel at no additional cost to the University.

The report of a problem does not presuppose that every call must result in an "on-site" visit for service/repair. The Vendor and/or service sub-contractor shall utilize best efforts to resolve problems in a timely fashion through the use of acceptable servicing methods to include, but not limited to, verbal problem analysis and remote diagnosis. The warranty requirement does not impose any additional duty on the University to make other than normal and good faith problem resolution efforts or expenditures of time. Vendor is responsible for compliance with warranty terms by any third-party service provider.

Vendor is authorized by manufacturer to repair equipment offered during the warranty period? [] YES [] NO

Will the Vendor provide warranty service? [] YES [] NO, an authorized third party will perform warranty service

Contact information for warranty service provider:

Company Name: _____

Company Address: _____

Contact Person (name): _____

Contact Person (phone number): _____

Contact Person (email): _____



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4.4 INVOICES

Invoices must include detailed line item information to allow End User Department to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields must be included on all invoices:

Vendor's Billing Address, Vendor's Federal ID Number, Order Date, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

- a) Invoices must be submitted to the End User Department at the following address:
University of North Carolina at Chapel Hill
104 Airport Dr
Campus box 1220
Chapel Hill, NC 27599-1220
- b) Invoices should bear the purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number shall cause delay in payment.



ATTACHMENT B: INSTRUCTIONS TO BIDDERS

1. **READ, REVIEW AND COMPLY:** It shall be the Bidder's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Bidders or elsewhere in this IFB document.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of the General Terms and Conditions for Commodities and Services/Procurements of Information Technology Goods, and the specifications. The University objects to and will not evaluate or consider any additional terms and conditions submitted with a Bidder's response. This applies to any language appearing in or attached to the document as part of the Bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the Bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **EXECUTION:** Failure to sign the EXECUTION or Signature section will render bid invalid and it shall be rejected.
4. **TABULATIONS:** Written or verbal tabulations of the bids and award information may be obtained by contacting the purchaser named on the cover page. It shall be within the discretion of the named purchaser to format and present the tabulation and award information.
5. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, Bidder's offer shall be valid for 60 days from the date of bid opening. Preference may be given to the bids allowing not less than 60 days for consideration and acceptance.
6. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. The University's standard payment terms are net, 30 days. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
7. **MAILING INSTRUCTIONS:** Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below: **Bid No 3000011448 UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL, PURCHASING SERVICES, 104 AIRPORT DR, SUITE#2700, CB 1100, CHAPEL HILL, NC 27599-1100. It is the responsibility of the Bidder to have the bid in this office by the specified time and date of opening.**
8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the Bidder will be held responsible. Deviations shall be explained in detail. **The Bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
9. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any resulting contract, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this IFB, including any negotiated terms; (2) specifications, and (3) the University of North Carolina at Chapel Hill Terms and Conditions noted on the IFB.
10. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each Bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
11. **RECYCLING AND SOURCE REDUCTION:** It is the policy of this University to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. The University encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Bidder remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Bidders are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
12. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - All copies of the bid are printed double sided.



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- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - Unless absolutely necessary, all quotes and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.
- 13. CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the University's Procurement Services. The Bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
- 14. REFERENCES:** The University reserves the right to require a list of users of the exact item offered. The University may contact these users concerning these items. Such information may be considered in the evaluation of the bid.
- 15. HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order 150 (1999), the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and severely disabled.
- 16. AWARD OF CONTRACT:** Qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to the University as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the Bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the University to be pertinent or peculiar to the purchase in question. The University reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Bidder, to accept any item in the bid. Unless otherwise specified by the University or the Bidder, the University reserves the right to accept any item or group of items on a multi-item bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
- 17. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the University will maintain confidential trade secrets that the Bidder does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Bidder, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Bidder may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Bidder that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Bidders are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. The obligations of non-disclosure shall not apply to the following:
- Information which, at the time of disclosure is in the public knowledge;
 - Information which, after disclosure becomes part of the public knowledge by publication or otherwise, except by breach of this agreement;
 - Information which was in possession of the University at the time of disclosure and which was not acquired, directly or indirectly by the recipient from the disclosing party, and which prior possession can be proven by documentary evidence;
 - Information received from third parties, provided such information was not obtained to their knowledge by said third parties, directly or indirectly, on a confidential basis;
 - Information which is independently developed by the University's personnel not privy to the information.
- 18. TAXES:** Except for construction bids, taxes shall not be included in bid prices. Prices offered shall not include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue. The University of North Carolina at Chapel Hill, being an agency of the State of North Carolina, is exempt from the Federal Excise Tax.
- 19. SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the Bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise the samples will become University property. Each individual sample must be labeled with the Bidder's name, bid number and item number. A sample on which an award is made, will be retained until the purchase order is completed, and then returned, if requested, as specified above.



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20. **MANUFACTURER'S NAMES:** Except for requirements identified as "brand specific" any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose(s) of description and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered.
21. **OWNERSHIP:** For printing services, all copy, art, negatives, photos, etc., that are required for this job remain or become the property of the University and shall be returned to the University upon request in excellent reusable condition. Any charge for this shall be included in all prices quoted herein. Printer shall be held liable for any/all damages to materials.
22. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Associate Vice Chancellor for Finance at the address given in the instruction above entitled "Mailing Instructions." This request must be received in the University Procurement Services within thirty (30) consecutive calendar days from the date of contract award, and must contain specific sound reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts and not to every person or firm responding to the solicitation. Offerors may call the purchaser listed on the first page of this document to obtain verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.

If a ground of a protest is based on a challenge to the qualification of a North Carolina resident Bidder awarded a contract pursuant to Executive Order #50 (price-matching preference), the Associate Vice Chancellor for Finance may request the North Carolina resident Bidder to produce documentation substantiating the North Carolina resident Bidder's qualification for the subject preference. The Associate Vice Chancellor for Finance should request the supporting documentation within the 10-day period he or she has to make the decision on whether to deny or grant a protest meeting and the protest meeting should be scheduled after the anticipated receipt of the documents from the North Carolina resident Bidder. Pursuant to Paragraph 23 below, the North Carolina resident Bidder is required to produce to the University the requested documentation within five (5) business days of the University's request and failure to produce the documents by the end of that time period may result in the cancellation of the contract. Also note that any tax, financial, accounting or banking documents the North Carolina resident Bidder submits to the University in connection with the resolution of a protest shall not be disclosed to the protester pursuant to G.S. § 132-1.1 and 105-259(b) and the University shall preserve the confidentiality of such documents.

23. **CONFIDENTIALITY OF BIDS:** In submitting its bid, the Bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of the using or issuing agency, government or private, until after the award of the contract. All Bidders are advised that they are not to have any communications with the using or issuing agency during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the contract), unless the University's purchaser contacts the Bidder(s) for purposes of seeking clarification. A Bidder shall not: transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Bidder to provide the advertised good, equipment, commodity; defects, errors and/or omissions in any other Bidder's bid and/or prices at any time during the procurement process; and/or engage in any other communication or conduct attempting to influence the evaluation and/or award of the contract that is the subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of the University, from the contract award. Only those communications with the using agency or issuing agency authorized by this IFB are permitted.
24. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
25. **INFORMAL COMMENTS:** The University shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the University during the competitive process or after award. The University is bound only by information provided in this IFB and in formal Addenda issued.
26. **COST FOR QUOTE PREPARATION:** Any costs incurred by Bidder in preparing or submitting quotes are the Bidder's sole responsibility; the University will not reimburse any Bidder for any costs incurred prior to award.
27. **BIDDER'S REPRESENTATIVE:** Each Bidder shall submit with its quote the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's quote.
28. **INSPECTION AT BIDDER'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Bidder prior to Contract award, and during the Contract term as necessary for the University determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

This Space is Intentionally Left Blank

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ATTACHMENT C: PRICING FORM

FURNISH AND DELIVER THE FOLLOWING

Item	Quantity	Unit	Description	Unit Price	Total Price	Vendors Response (for University use only)	Products/ Services offered meets specifications (for University use only)
1	1.00	LOT	Request price and availability for Radioactive Hazardous Material Waste Disposal Services IAW the attached Scope of Work.			[Y] [N]	[Y] [N]

SEE SCOPE OF WORK DOCUMENT ATTACHED FOR PROPER PRICING PAGE



**University of North Carolina at Chapel Hill
Procurement Services**

CB#1100, 104 Airport Drive Suite 2700
Chapel Hill, NC 27599-1100

Telephone 919-962-2251 FAX 919-962-0636

**BID NUMBER MUST APPEAR ON ALL
QUOTATIONS
AND RELATED CORRESPONDENCE**

Bid Number: 3000011448

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor:

The undersigned hereby certifies that: [check all applicable]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the forgoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

[This certification must be signed by an individual authorized to sign/execute for the Vendor.]

SCOPE OF WORK FOR RADIOACTIVE WASTE/MATERIALS DISPOSAL GENERAL PROVISIONS

Section 1.01 PURPOSE:

This Invitation for Bid (IFB) is being issued to obtain a contract to provide Radioactive Waste Disposal services for the University of North Carolina at Chapel Hill, Environment, Health and Safety Department. The University reserves the right to make multiple awards to ensure proper and timely coverage of the services required.

Section 1.02 BACKGROUND:

The University is a major multi-disciplinary research university and operates a RCRA Part B permitted facility. Individual waste streams and some estimated annual volumes are identified within.

DEFINITIONS

As used in this agreement, the following terms shall have the meanings indicated below:

Section 2.01 UNIVERSITY: "University" shall mean, The University of North Carolina at Chapel Hill for its Environment, Health and Safety Department.

Section 2.02 OFFEROR: "Offeror" shall mean a company/firm submitting a proposal in response to this Request for Proposals.

Section 2.03 CONTRACTOR: "Contractor" shall mean the Contractor that will provide the professional services for the University.

Section 2.04 TERM: "Term" shall refer to the length of time the contract will be valid.

Section 2.05 CONTRACT ADMINISTRATOR: "Contract Administrator" shall mean the University representative who shall be the direct liaison between the Contractor and the University for this contract. That representative will be: Doug Benjamin, Hazardous Materials Manager.

Section 2.06 UNIVERSITY HOLIDAY SCHEDULE: The University's Holiday Schedule is maintained at <http://hr.unc.edu/Data/SPA/records/schedules/holidayschedule> and shall be considered the official posting for all University recognized holidays.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

The Contractor hereby agrees to work directly with the University, or its' designated Contract Administrator, in connection with carrying out and conducting all of the following duties and responsibilities during the term of this agreement.

Section 3.01 The Contractor shall provide transportation and disposal of radioactive waste/materials from the University's TSD facility, Radioactive Storage Building, or directly from university campus locations. The TSD facility is located off Martin Luther King Boulevard, Jr., (Historic Airport Road), approximately two (2) miles from the main Campus in Chapel Hill, North Carolina. <http://www.unc.edu/visitors/>

Section 3.02 The Contractor shall provide spill containment and control materials and equipment needed for loading/shipping activities, including but not limited to; absorbents, transfer pumps, containers including over-packs, and personal protective equipment for its employees. Additionally, contractor employees must be trained in spill response. The Contractor shall load all drums and waste containers from the TSD facility and/or University locations with no additional help from the University's Environment, Health and Safety staff, or University employees. The Contractor's vehicle for waste transport shall be equipped with a lift gate.

Section 3.03 Mixed waste at the TSD will be packed or bulked by the Contractor, in university supplied containers and packaging. All waste from university locations will be packed or bulked by the Contractor's staff in Contractor provided containers and packaging. All waste will be packed or bulked in accordance with Federal and State regulations, and any approved Contractor disposal requirements. The Contractor shall use University-rated containers for all waste shipped.

Section 3.04 The Contract Administrator shall submit to the Contractor an inventory of radioactive materials to be removed. Inventories will specify waste by decay date, nuclide, physical state, waste type, RCRA codes if applicable, container type, and container size.

Section 3.05 The Contractor shall be responsible for responding within five (5) working days to coordinate the time and date of material removal.

Section 3.06 The Contractor's drivers shall have a CDL with a Hazardous Materials Endorsement.

Section 3.07 The Contractor shall be responsible for providing a copy of their Security Plan, per 49 CFR Part 172.704 and shall ensure that any changes are immediately sent to the Contract Administrator.

Section 3.08 The Contractor shall be required to conduct criminal checks on all employees that would potentially do work on the University campus and provide a copy to the Contract Administrator. This will apply to any new employee(s) hired after the contract has been awarded, or violations that occur to existing employees during the contract. The University reserves the right to ban any Contractor employees from onsite work.

Section 3.09 The Contractor shall be required to provide a copy of their contingency plan. The Contractor shall be responsible for the immediate spill cleanup and disposal costs associated with any waste/or materials spilled while working on/off campus.

Section 3.10 Wastes collected from the TSD facility and University locations shall be transported in strict accordance with DOT and EPA waste regulations. Waste shipments shall be made as needed to ensure safety in the TSD facility or University locations, minimize potential environmental risks, and comply with the University's permit conditions. Waste shall be transported off-site for disposal in vehicles licensed as required for such transportation according to Federal, State, and local regulations.

Section 3.11 Wastes shall be disposed of at appropriately permitted treatment, storage and disposal facilities. The University reserves the right to approve or specify disposal options and will make an appropriate adjustment in disposal costs. **No radioactive waste/materials shall be disposed of outside the contiguous USA.**

Section 3.12 The Contractor shall prepare all necessary pre-transport documents including the manifest, land disposal restriction notices, and waste profiles based on information provided by the Contract Administrator. The Contractor shall deliver all shipping documentation to the Contract Administrator for review no later than three (3) days prior to transport for disposal. The Contractor shall specify Contract Administrator of their implementation of e-Manifest regulations and billing.

Section 3.13 The Contractor shall provide documentation verifying actual treatment, disposal, or recycling in the form of certificates of destruction or other certified forms signed by the treatment or disposal facility. Documentation must relate to specific containers of waste shipped. The Contractor's copies of all manifests, shipping papers, notification forms, and packing slips shall remain with the University as required by Federal and State regulations. Signed copies of manifests shall be returned within thirty (30) days after delivery, as required by regulations for large quantity generators. **Documentation verifying actual treatment, disposal, or recycling will be provided by the Contractor.**

Section 3.14 Any parking violations/fines are the sole responsibility of the Contractor.

Section 3.15 The Contractor shall provide a 24-hour emergency response telephone number for waste in transport.

Section 3.16 In addition to any University locations, and the Universities TSD complex, the Contractor shall be responsible for Radioactive Waste Services at the University's;

- a. Institute of Marine Sciences, located in Morehead City, North Carolina, <http://marine.unc.edu/IMS/>
- b. UNC's Nutrition Research Institute, located in Kannapolis, N.C. <http://www.northcarolina.edu/research/initiatives/kannapolis/index.htm>
- c. Other locations that may produce radioactive waste according to new or changing research.

Section 3.17 Contractor shall be responsible for ensuring that its' employees working on-site shall be trained in the handling and transportation of radioactive materials/waste, according to all Federal and State regulations, and will provide documentation. Any new employee(s) hired after the awarding of this IFB shall provide documentation of the appropriate training to the Contract Administrator.

Section 3.18 The Contractor shall assume liability and responsibility for container management when materials are removed from the TSD facility and University locations.

Section 3.19 The Contractor shall, at its own cost, obtain all permits for transportation, storage, treatment, or disposal facilities as applicable prior to submitting its proposal.

Section 3.20 Contractor shall provide, at no additional cost to the University, a comprehensive Management Report covering the prior year to be received by the Contract Administrator no later than January 30 of each year.

Section 3.21 The Contractor shall be responsible for providing a list of all Department of Transportation (DOT) exemptions currently held for the transportation of hazardous materials/waste.

Section 3.22 The winning Contractor(s) shall not sub-contract out any work to be preformed for the University.

Section 3.23 Once per fiscal year, the Contractor(s) is responsible for covering all expenses related to a possible visit of the Contractor(s) facility(s), for the purpose of an audit. The expenses should include flight, ground transportation, hotel, and food. Any other costs and the actual finalizing of plans will be coordinated by both parties.

Section 3.24 Yearly, the Contractor shall provide DOT Radioactive Transportation Training to the Radiation Safety and Environmental Affairs group that would satisfy CFR 172, Subpart H. The one yearly training class will have about 25 people.

Section 3.25 Contractor waste technicians must not have weapons on the campus of UNC Chapel Hill, or its' affiliates.

PROPOSAL REQUIREMENTS

- A. The Offeror shall provide its minimum qualifications for employees conducting work under the contract.
- B. The Offeror shall provide its proposed operational plan for handling chemical waste. This plan shall include manifesting, transporting, and disposing of chemical waste materials in strict accordance with all applicable Federal, State, and local laws and regulations. The Contractor shall indicate the types of containers (drums, boxes, straight trucks, carts, etc.), the Contractor requires.
- C. The Offeror shall describe any limitations for waste acceptance, and any parameters for waste acceptance for the proposed materials to be disposed.
- D. The Offeror shall provide a Waste Analysis Plan, describing its waste acceptance and verification criteria in accordance with 40 CRF 264.13.
- E. The Offeror shall provide its proposed plan for waste tracking.
- F. The Offeror shall provide proof that it is licensed in the State of North Carolina, and with other Federal, State, and local jurisdictions as appropriate, by the date the proposal is due. The Offeror shall provide information describing its current regulatory status and any regulatory actions associated with its operations or facilities and those of its subcontractors and disposal/recycle facilities. Information shall include names and locations of facilities, types of waste accepted, treatment processes, and regulatory compliance summary for two (2) years prior to the effective contract date.
- G. The Offeror's proposal shall include any special considerations, conditions, or other information deemed pertinent to this project, or information which the offeror foresees affecting the firm's ability to perform this work.
- H. The Offeror shall provide safety considerations, precautions, and spill contingency plans.
- I. The Offeror shall provide a list of disposal facilities, which shall include owner (if other than Contractor), facility contact, location and disposal method.
- J. The Offeror shall list a minimum of three (3) references, including point of contact, phone number and address. The Contractor employees doing work on campus should look professional at all times, and wear identification that can be clearly seen by university staff and students.
- K. The Offeror shall provide copies of insurance certificates with respect to each of the insurance policies to be maintained in compliance with the provisions of this IFB. In addition to the standard insurance required within the terms and conditions the Contractor shall be required to furnish certification with its proposal evidencing Umbrella Coverage in the amount of \$5,000,000.00.
- L. The Offeror shall provide a signed copy of the **Execution of Proposal** page.
- M. The Offeror shall provide a completed copy of the **WHERE SERVICE CONTRACTS WILL BE PERFORMED** page.
- N. The Offeror shall provide a completed copy of the **CRIMINAL BACKGROUND STATEMENT** page.
- O. The Offeror shall provide a completed **COST PROPOSAL**.

TERM

This agreement shall be binding on both parties for a one (1) year period beginning on the date of the contract award. The University shall have the option of extending the contract for four (4) additional one (1) year terms. The University shall give the Contractor written notice of its intent to renew no less than ninety (90) days prior to the expiration and if the University elects to renew, the terms of said renewal shall be specified in writing as part of the written notice. The Contractor shall respond within thirty (30) days of this notice with any exceptions or changes to the original contract terms. The exceptions shall be negotiated between the University and the Contractor during the remaining sixty (60) days of the notice period. If there are no exceptions taken or, upon mutual agreement of the parties concerning renewal terms, the Contractor shall sign the renewal notice and send it back to the University. The total term of this contract shall not exceed ten (10) years.

PRICING SCHEDULE

The Offeror shall propose the costs to furnish the services in accordance with this IFB. Award will be made to the Contractor(s) whose proposal is most advantageous to the University. The University reserves the right to make multiple awards to ensure proper and timely coverage of the services required.

Waste Stream	Estimated Annual Volume	Disposal Method	Disposal Site	Cost
Long-Lived Dry waste	15y3			
Sealed Sources	varies			
Uranyl compounds	varies			
Mixed waste	varies			<i>List price by mCi levels, and volume</i> <i>0-100 mCi</i> <i>100-500 mCi</i> <i>501-1000 mCi</i>
Scintillation Vials Types: <i>a. **Long-Lived, mixed waste</i> <i>b. Long-Lived, Non Hazardous, (*per scintillation exemption)</i> <i>c. **Short-lived, non hazardous</i> <i>d. Short-lived, hazardous</i>	varies			
Biological carcasses	2y3			

* Exempt LSC vials contain only the radioisotopes ^3H and/or ^{14}C with a concentration less than 0.05 uCi per gram (about 100,000 dpm per milliliter).

**Typical Long-Lived nuclides found on campus include, but are not limited to: H3, C14, BA133, and Cl36

Co57, Fe55, Na22, Rb87

**Typical Short-Lived nuclides found on campus include, but are not limited to: P32, P33, S35, Tc99m, Se75, Sm153, Tl201, In111, I125, I131-132, Ga67, Cr51, F18, and Ca45

B. Lab-packing, Bulking, Transport, and Disposal from point of origin.

Labor Costs per Person per Hour

Base rate		\$ _____
Base rate, Technician		\$ _____
Base rate, Clerical		\$ _____
Overtime after 8 hours		\$ _____
Per Diem charges		\$ _____

Vehicle Charges

Cost per mile or		\$ _____
Cost per service		\$ _____

Materials

Open-head steel drums	5 gallon	\$ _____
	30 gallon	\$ _____
	55 gallon	\$ _____

Closed-head steel drums	5 gallon	\$ _____
	30 gallon	\$ _____
	55 gallon	\$ _____

Poly-pails and drums

	30 gallon	\$ _____
	55 gallon	\$ _____
	y3	\$ _____

Gaylords, y3 boxes

Absorbents/Cushioning material

Vermiculite		\$ _____
Sawdust		\$ _____
Clay		\$ _____

Over pack fees

10 gallon		\$ _____
55 gallon		\$ _____
85 gallon (metal)		\$ _____
85 gallon (poly)		\$ _____

e-Manifest Fees \$ _____

Company Name: _____

CRIMINAL BACKGROUND STATEMENT

**TITLE: RADIOACTIVE WASTE/MATERIALS DISPOSAL
 FOR THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL**

IFB NUMBER:

The Offeror hereby certifies that it performs and maintains criminal background checks on **all employees and will not allow any contractor employees to work on University/Endowment property that has a criminal background without first notifying and obtaining approval from the contract administrator.**

FIRM NAME: _____

NAME: _____ **TITLE:** _____

SIGNATURE (IN INK): _____ **DATE:** _____

**THIS PAGE MUST BE COMPLETELY FILLED OUT, SIGNED AND
RETURNED WITHIN YOUR PROPOSAL.**

**Failure to include this information in your proposal may
disqualify your company.**