



## **STATE OF NORTH CAROLINA**

**The University of North Carolina at Chapel Hill**

**Invitation for Bid #: 3000012570**

**Title: UNC-Energy Services – Cogeneration Systems**

**Sodium Hydroxide**

**Date Issued: 11/25/2025**

**Submit Written Questions: 12/05/2025 at 1:00PM EST**

**Bid Opening Date: 01/05/2026**

**At 01:00 PM EST**

**Direct all inquiries concerning this IFB to:**

**Marcy Moore**

**MRO Category Manager**

**Email: [Mmrowlan@unc.edu](mailto:Mmrowlan@unc.edu)**



## STATE OF NORTH CAROLINA

### Invitation for Bids #

**3000012570**

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For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 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 shall be filled out and returned with your bid.  
Failure to do so shall be sufficient cause to reject your bid.**

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Vendor Name

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Vendor eVP #

**Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>**

**STATE OF NORTH CAROLINA**  
***The University of North Carolina at Chapel Hill***

Refer <u>ALL</u> Inquiries regarding this IFB to: <b>Marcy Moore</b>	Invitation for Bids # 3000012570
	Bids will be publicly opened: 01/05/2026 at 1:00PM
Using Agency: University of Chapel Hill	Commodity No. and Description: Sodium Hydroxide
Requisition No.: 1001100925	

If you would like to join for opening, please use the link below.

<https://us04web.zoom.us/j/73843151700?pwd=sYgF97FyvQXt2gl07AepJ5dpon6aVC.1>

**EXECUTION**

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that 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), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of 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.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: 65-3000012570

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**BID ACCEPTANCE**

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_  
**(Authorized Representative of University of Chapel Hill)**

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## 1.0 PURPOSE AND BACKGROUND

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The objective of this document is to provide product specifications for use and procurement of approximately 47,000 gallons of sodium hydroxide (caustic soda) on a yearly basis. The quantity given is an estimate only and is not guaranteed by the University.

Sodium hydroxide purchased under this specification is intended for use in regeneration of anion exchange resins for high pressure boiler water treatment and polishing.

### GENERAL REQUIREMENTS

All bidders shall have a minimum of five (5) years’ experience selling and servicing the products required.

All bidders shall provide documentation of their experience by providing reference information for current and previous customers for the past five (5) years.

### TERM

The initial term of the contract will be for a three (3) year period with the option to renew for two (2) additional one-year periods

## 1.1 CONTRACT TERM

This section intentionally omitted

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

This section intentionally omitted.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the University of North Carolina at Chapel Hill General 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 or issues, or exceptions regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the University determines that any changes will be made as a result of the questions asked, 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 provisions of the Contract that have been addressed during the question-and-answer period, prior to contact award.

Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purport to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The University may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations**

**and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.**

**2.4 IFB SCHEDULE**

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	University	11/25/2025
Hold Pre-Bid Conference/Site Visit	University	N/A
Submit Written Questions	Vendor	12/05/2025 at 1:00 PM EST
Provide Responses to Questions	University	ASAP
Submit Bids	Vendor	01/05/2026 at 1:00 PM EST
Contract Award	University	ASAP
Contract Effective Date	University	ASAP

**2.5 SITE VISIT or PRE-BID CONFERENCE**

This section intentionally omitted.

**2.6 BID QUESTIONS**

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to *mmrowlan@unc.edu* by the date and time specified above. Vendors will enter “IFB - 3000012570: Questions” as the subject for the email. Question submittals will 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 electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, 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.

**2.7 BID SUBMITTAL**

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The date and time of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid submission deadline will be rejected.

If applicable to this IFB and using eVP, all proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s bid(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding on this IFB periodically check the State’s eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

**2.8 BID CONTENTS**

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the University rejecting Vendor’s bid, in the University’s sole discretion

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain all of the following; (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Bid Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

**2.9 ALTERNATE BIDS**

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: “Alternate Bid #\_\_\_ [for ‘name of Vendor’]”. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

**2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors referenced below which are incorporated herein by this reference.

**3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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**3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the University shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the University’s best interest.

All responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a 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.

If a Vendor selected for award is determined by the University to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the University will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The University reserves the right to waive any minor informality or technicality in bids received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### **3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

**The University will conduct an evaluation of responsive Bids, as follows:**

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request 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.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to

further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do 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.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the University will make Award(s) based on the evaluation and post the award(s) to the State’s eVP website 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.

The University reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the University.

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the University may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the University:

- a) Total cost to the University
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the University’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the University’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the University’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the University; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the University will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the University’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the University exercising its discretion to reject a bid in its entirety.

## 4.0 REQUIREMENTS

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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 in a requirement would allow for the University to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

#### **4.1 PRICING**

Bid price shall constitute the total cost to the University for delivery fully assembled and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

#### **4.2 ESTIMATED QUANTITIES**

This section is intentionally omitted.

#### **4.3 PRODUCT IDENTIFICATION**

##### SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features and diversity called for herein. The University reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the University's best interest.

#### **4.4 TRANSPORTATION AND IDENTIFICATION**

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

#### **4.5 DELIVERY**

Deliveries will be accepted during the hours of 8:00 A.M. and 3:30 P.M. Monday through Thursday excluding holidays under normal circumstances. Emergency deliveries will be handled on a case by case basis. Due to safety concerns, normal deliveries will not be accepted after 3:30 P.M.

Deliveries must be made within 3 days of each telephone request from the UNC-CH Cogeneration Facility Business Manager or a designated representative. The Carrier must phone ahead of anticipated delivery time.

Approximately 98% of the products shall be delivered by tanker truck in batches of 3,000 to 4,000 gallons. These deliveries shall be transferred to our storage tanks by utilizing air pressure from an air compressor mounted on the carrier's truck. The remaining 2% of product shall be delivered to our waste treatment facility in 55-gallon drums. The carrier shall make provisions to retrieve the empty drums the same day.

Truck delivery shipments shall be received at temperatures suitable for unloading without supplemental heating; the minimum sodium hydroxide solution temperature in transport containers received for unloading shall be 65 F.

Trucks must carry appropriate tools to address situations such as the freezing of discharge valves in winter, etc. The truck must carry at minimum three (3) sections of twenty (20) foot hose and the correct fittings to attach to Cogeneration System receiver lines. The Cogeneration System receiver lines are two (2) inch with male and female cam lock fittings. All truck drivers are to carry and use their own chemical suits.

Truck deliveries accompanied with Safety Data Sheets and a weight ticket shall be arranged. The supplier shall comply with local and state regulations for delivery to the site located in Chapel Hill, North Carolina.

#### **4.6 AUTHORIZED RESELLER**

This section is intentionally omitted

#### **4.7 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 newly manufactured, of good material and workmanship. The warranty will apply from date equipment is put into operation for a minimum period of twelve (12) months or the length of the manufacturer’s warranty, whichever is longer. Such warranty shall cover the cost of all defective parts replacement, labor, freight, and technicians’ travel at no additional cost to the University, or as specified by the Purchasing Agency herein. To the extent not superseded by the terms of this paragraph, manufacturer’s warranty terms shall apply. Vendor’s warranty shall be at least the level of coverage provided for its comparable customers.

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 by using 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 shall be responsible for compliance with warranty terms by any third-party service provider. Vendor shall provide contact information for warranty service provider, below.

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

Will the Vendor provide warranty service?  YES  NO, a manufacturer-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): \_\_\_\_\_

**4.8 MAINTENANCE OPTION**

This section is intentionally removed.

**4.9 SAMPLES/DESCRIPTIVE LITERATURE**

**SAMPLE**

Samples are not required prior to bid opening date; however, samples may be required at a later time. If so requested, Vendor agrees to furnish samples of items offered at no expense to the University. Samples must be received within 10 consecutive calendar days after request is made by the University. Failure to comply with this requirement shall be a sufficient basis for rejection of the bid without further consideration.

**DESCRIPTIVE LITERATURE/CERTIFICATION**

Each bid shall be accompanied by complete descriptive literature, specifications, certifications, and all other pertinent data necessary for thorough evaluation of the item(s) offered and sufficient to determine compliance of the item(s) with the specifications. Failure to include such information to shall be a sufficient basis for rejection of the bid.

**4.10 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

**4.11 REFERENCES**

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which your company has supplied the exact model of equipment offered. The University *may* contact these users to determine quality level of the offered equipment; as well as, but not limited to user satisfaction with Vendor performance. Information obtained *may* be considered in the evaluation of the bid.

**4.12 VENDOR’S REPRESENTATIONS**

If the bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the University under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.13 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The University is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the University within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

**4.14 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

This section is intentionally omitted. Please see standard Terms and Conditions attached.

**4.15 NC COVID-19 VACCINATION AND TESTING REQUIREMENT**

This section intentionally omitted.

**4.16 FEDERAL COVID-19 VACCINATION REQUIREMENT**

This section is intentionally omitted.

**4.17 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS**

This section is intentionally omitted.

**5.0 PRODUCT SPECIFICATIONS**

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**5.1 SPECIFICATIONS**

See the Scope of Work document, UNC CH Energy Services-Cogeneration Systems – Sodium Hydroxide Specifications and Requirements

- 1. Chemical Name
  - a. Name - Sodium Hydroxide

- b. Formula - NaOH

2. Chemical Analysis

- a. Active Chemical - The minimum content of active chemicals shall be 49 percent by weight NaOH. The maximum content shall be 51 percent by weight NaOH.

Impurities - The caustic soda shall be free of turbidity and sediment. The following represent the maximum levels of impurities. **(Please see chart on Sodium Hydroxide Specifications and Requirements)**

3. Physical Description

- a. Form - The sodium hydroxide shall be a viscous, clear liquid
- b. Physical Properties - The sodium hydroxide purchased under this specification shall have the following physical properties.

1. Specific Gravity	1.53 at 60 F (50 percent NaOH solution)
2. Freezing Point	52 F (50 percent NaOH solution)
3. Viscosity	60 centipoise at 70 F (50 percent NaOH solution)

4. Product Specification

- a. Product Information – The sodium hydroxide shall meet the requirements stated in Item 2, CHEMICAL ANALYSIS and Item 3, PHYSICAL DESCRIPTION.
- b. Certification - An affidavit shall be supplied in the bid documentation by the vendor certifying that the product furnished by the vendor complies with the product specifications.
- c. Documentation - The bid documentation shall include test results from an independent laboratory. Testing shall be conducted in accordance with Item 5a, SAMPLING and 5b, ANALYSIS. Bids that fail to meet the requirements stated herein will not be considered.

5. Physical Description

- a. Form - The sodium hydroxide shall be a viscous, clear liquid
- b. Physical Properties - The sodium hydroxide purchased under this specification shall have the following physical properties.

1. Specific Gravity	1.53 at 60 F (50 percent NaOH solution)
2. Freezing Point	52 F (50 percent NaOH solution)
3. Viscosity	60 centipoise at 70 F (50 percent NaOH solution)

6. Product Specification

- a. Product Information – The sodium hydroxide shall meet the requirements stated in Item 2, CHEMICAL ANALYSIS and Item 3, PHYSICAL DESCRIPTION.
- b. Certification - An affidavit shall be supplied in the bid documentation by the vendor certifying that the product furnished by the vendor complies with the product specifications.
- c. Documentation - The bid documentation shall include test results from an independent laboratory. Testing shall be conducted in accordance with Item 5a, SAMPLING and 5b, ANALYSIS. Bids that fail to meet the requirements stated herein will not be considered.

**Please see attached UNC CH Energy Services-Cogeneration Systems – Sodium Hydroxide Specifications and Requirements for additional details.**

**5.2 CERTIFICATION AND SAFETY LABELS**

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

### **5.3 DEVIATIONS**

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the University that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

## **6.0 CONTRACT ADMINISTRATION**

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All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes

### **6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**

This section is intentionally omitted.

### **6.2 POST AWARD PROJECT REVIEW MEETINGS**

This section is intentionally omitted.

### **6.3 CONTINUOUS IMPROVEMENT**

The University encourages the Vendor to identify opportunities to reduce the total cost the University. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

### **6.4 PERIODIC STATUS REPORTS**

This section is intentionally omitted.

### **6.5 ACCEPTANCE OF WORK**

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of work products shall be based on the following criteria: See Scope of work.

The University shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the University shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the University may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

### **6.6 INVOICES**

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed line item information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

**INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.**

## **6.7 DISPUTE RESOLUTION**

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the University's Contract Manager for resolution. Any claims by the University shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## **6.8 PRODUCT RECALL**

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the University, as necessary, to promptly replace any such products, at no cost to the University.

### **6.9.1 PRICE ADJUSTMENTS**

Prices proposed by the Vendor shall be firm against any increase for 60 days from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the University and Vendor in advance of any price increase going into effect. The University is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the University at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

## **6.10 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the University and Vendor. Amendments to the contract can only be made through the contract administrator.

**The remainder of this page is intentionally left blank**

## 7.0 ATTACHMENTS

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### **\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**  
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### **ATTACHMENT A: PRICING**

Complete No attachment associated with this IFB. **Please submit all costs including transportation on a standard company quote document with a line for "TOTAL COST TO THE UNIVERSITY".**

#### **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://finance.unc.edu/departments/purchasing/terms-products/>

#### **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT E: CUSTOMER REFERENCE FORM**

Complete and return the Customer Reference Form, which can be found at the following link:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

#### **ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING**

Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:

<https://www.doa.nc.gov/divisions/purchase-contract/vendor-forms>

**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***

**UNC CH-ENERGY SERVICES-COGENERATION SYSTEMS  
SODIUM HYDROXIDE  
SPECIFICATIONS AND REQUIREMENTS**

**PURPOSE**

The objective of this document is to provide product specifications for use and procurement of approximately 47,000 gallons of sodium hydroxide (caustic soda) on a yearly basis. The quantity given is an estimate only and is not guaranteed by the University.

Sodium hydroxide purchased under this specification is intended for use in regeneration of anion exchange resins for high pressure boiler water treatment and polishing.

**REFERENCES**

The following documents shall be used in the execution of this contract. The Contractor may propose equivalent test methods for any test after contract award. Unless otherwise stated, the contractor shall use the most current version of each document available.

1. American Water Works Association, "AWWA Standard for Caustic Soda," AWWA B501.
2. American Society for Testing and Materials, "Standard Test Method for Silica in Water," ASTM D 859-16.
3. American Society for Testing and Materials, "Standard Methods for Chemical Analysis of Caustic Soda and Caustic Potash (Sodium Hydroxide and Potassium Hydroxide)," ASTM E 291-18.
4. National Safety Council, "Data Sheet 373, Caustic Soda (Sodium Hydroxide)," Chicago.
5. Caustic Soda Handbook, Occidental Chemical Corporation, Dallas, Texas, 2018.
6. Caustic Soda Handbook, PPG Industries, Inc., Monroeville, Pennsylvania, 2008.
7. Caustic Soda, Technical and Engineering Service Bulletin No. 6, Allied Chemical, Industrial Chemicals Division, Morristown, New Jersey.
8. Caustic Soda Solution Handbook, Dow Chemical Company, Midland, Michigan, 2008.
9. Occupational Safety and Health Administration, "Hazard Communication Standard," 29 Code of Federal Regulations, 1988 Edition, Sections 1910.1200, 1915.99, 1917.28, 1918.90, 1926.59, 1928.21.
10. American Society for Testing and Materials, "Standard Test Methods of Sampling and Chemical Analysis of Chlorine-Containing Bleaches," ASTM D 2022-89(2016).

Additional standards may be added to this list at any time through written agreement between the Contractor and the University.

**SODIUM HYDROXIDE REQUIREMENTS**

1. Chemical Name
  - a. Name - Sodium Hydroxide
  - b. Formula - NaOH
2. Chemical Analysis
  - a. Active Chemical - The minimum content of active chemicals shall be 49 percent by weight NaOH. The maximum content shall be 51 percent by weight NaOH.

b. Impurities - The caustic soda shall be free of turbidity and sediment. The following represent the maximum levels of impurities.

1. Iron (Fe)	10 ppm
2. Silica (as SiO <sub>2</sub> )	10 ppm
3. Chlorides (as NaCl)	1000 ppm
4. Copper (Cu)	0.3 ppm
5. Nickel (Ni)	0.5 ppm
6. Manganese (Mn)	0.5 ppm
7. Sulfates (as Na <sub>2</sub> SO <sub>4</sub> )	50 ppm
8. Carbonates (as Na <sub>2</sub> CO <sub>3</sub> )	1000 ppm
9. Chlorate (as NaClO <sub>3</sub> )	30 ppm
10. Aluminum (as Al <sub>2</sub> O <sub>3</sub> )	5 ppm
11. Ca & Mg (as CaCO <sub>3</sub> )	3 ppm
12. Mercury (Hg)	0.5 ppm
13. Other Heavy Metals	5 ppm
14. Color	None
15. Turbidity	None

NOTE: ALL VALUES MUST BE DEFINED

The University reserves the right to select a lower grade caustic soda which does not conform to the impurity limits tabulated above, but where the potential for contamination is minimized, weighted by the anion Selectivity Coefficients for resin published by Dow of the impurities present.

Any material submitted for consideration that does not meet specification may be disqualified. If there are no bids received where the specification is met, then material may be evaluated in the following manner.

Cations: For each cation species where the ppm level is above the specified limit, the portion of the absolute concentration of the species exceeding the limit will be determined by subtracting the limit from the reported value for that impurity. Positive values of cations in excess shall be summed.  $M_c$  shall be assigned the value of one plus this sum divided by the value of the sum of the specified limits of the absolute concentrations for the cations.

$$M_c = \frac{\sum_j [j]}{\sum_j [j]_{spec}} + 1$$

Where  $[j]$  is the portion the absolute concentration of anion species  $j$  in the bulk caustic soda exceeding the specification in ppm.

Anions: For each anion species where the concentration is above the specified limit, the portion of the absolute concentration of the species exceeding the limit will be determined by subtracting the limit from the reported value for that impurity. Positive values of anions in excess shall be multiplied by the respective Selectivity Coefficient and summed.  $M_a$  shall be assigned the value of one plus the sum divided by the value of the sum of the specified limits of the absolute concentrations for the anions multiplied by their respective Selectivity Coefficients.

$$M_a = \frac{\sum_i S_i^o [i]}{\sum_i S_i^o [i]_{spec}} + 1$$

Where  $S$  is the ion Selectivity Coefficient for anion species  $i$ , see the table below.

$[i]$  is portion the absolute concentration of anion species  $i$  in the bulk caustic soda exceeding the specification in ppm.

$$E = f \cdot f \cdot \omega = \frac{M_i}{M_c} \cdot C_v \cdot \rho$$

Where Cost<sub>k</sub> = Bid cost of caustic soda k

The following Selectivity Coefficient weighted formula determining potential for contamination:

Ion (i)	Type I Resin	Type II Resin
OH-	1.0	1.0
Benzene sulphonate	500	75
Salicylate	450	65
Citrate	220	23
I-	175	17
Phenate	110	27
HSO <sub>4</sub> -	85	15
ClO <sub>3</sub> -	74	12
NO <sub>3</sub> -	65	8
Br-	50	6
CN-	28	3
HSO <sub>3</sub> -	27	3
BrO <sub>3</sub> -	27	3
NO <sub>2</sub> -	24	3
Cl-	22	2.3
HCO <sub>3</sub> -	6.0	1.2
IO <sub>3</sub> -	5.5	0.5
Formate	4.6	0.5
Acetate	3.2	0.5
Propionate	2.6	0.3
F-	1.6	0.3
HSiO <sub>3</sub> -	<1.0	<1.0
H <sub>2</sub> PO <sub>4</sub> -	5.0	0.5

### 3. Physical Description

- a. Form - The sodium hydroxide shall be a viscous, clear liquid
- b. Physical Properties - The sodium hydroxide purchased under this specification shall have the following physical properties.

1. Specific Gravity 1.53 at 60 F (50 percent NaOH solution)
2. Freezing Point 52 F (50 percent NaOH solution)
3. Viscosity 60 centipoise at 70 F (50 percent NaOH solution)

### 4. Product Specification

- a. Product Information – The sodium hydroxide shall meet the requirements stated in Item 2, CHEMICAL ANALYSIS and Item 3, PHYSICAL DESCRIPTION.

- b. Certification - An affidavit shall be supplied in the bid documentation by the vendor certifying that the product furnished by the vendor complies with the product specifications.
- c. Documentation - The bid documentation shall include test results from an independent laboratory. Testing shall be conducted in accordance with Item 5a, SAMPLING and 5b, ANALYSIS. Bids that fail to meet the requirements stated herein will not be considered.

5. Product Acceptance after Award

- a. Sampling - Representative samples may be taken from the manufacturer's delivery vehicle, as prescribed by AWWA B501, before accepting the shipment at the option of the Purchaser. If the material is packaged, not less than 5 percent of the containers shall be sampled. No sample shall be taken from a damaged container.
- b. Analysis - Each shipment shall be accompanied by a certificate of analysis. Strength and impurities shall be as determined by the following tests.
 

1. Total Alkalinity	ASTM E 291
2. Sodium Carbonate (Na <sub>2</sub> CO <sub>3</sub> )	ASTM E 291
3. Chloride (NaCl)	ASTM E 291
4. Iron (Fe)	ASTM E 291
5. Silica (SiO <sub>2</sub> )	ASTM D 859 Method A
6. Chlorate (NaClO <sub>3</sub> )	ASTM D 2022
- c. Appearance - The physical appearance of the samples shall be clear and free from impurities by visual inspection.
- d. Acceptance Criteria - Evidence of contamination or failure to meet the requirements of Item 4, PRODUCT SPECIFICATION shall be cause for rejection. Damaged or open containers shall not be accepted. Rejected products must be replaced within 24 hours of the original delivery time.

**PACKAGING, MARKING, AND SHIPPING INSTRUCTIONS**

Deliveries will be accepted during the hours of 8:00 A.M. and 3:30 P.M. Monday through Thursday excluding holidays under normal circumstances. Emergency deliveries will be handled on a case by case basis. Due to safety concerns, normal deliveries will not be accepted after 3:30 P.M.

Deliveries must be made within 3 days of each telephone request from the UNC-CH Cogeneration Facility Business Manager or a designated representative. The Carrier must phone ahead of anticipated delivery time.

Approximately 98% of the products shall be delivered by tanker truck in batches of 3,000 to 4,000 gallons. These deliveries shall be transferred to our storage tanks by utilizing air pressure from an air compressor mounted on the carrier's truck. The remaining 2% of product shall be delivered to our waste treatment facility in 55-gallon drums. The carrier shall make provisions to retrieve the empty drums the same day.

Truck delivery shipments shall be received at temperatures suitable for unloading without supplemental heating; the minimum sodium hydroxide solution temperature in transport containers received for unloading shall be 65 F.

Trucks must carry appropriate tools to address situations such as the freezing of discharge valves in winter, etc. The truck must carry at minimum three (3) sections of twenty (20) foot hose and the correct fittings to attach to Cogeneration System receiver lines. The Cogeneration System receiver lines are two (2) inch with male and female cam lock fittings. All truck drivers are to carry and use their own chemical suits.

Truck deliveries accompanied with Safety Data Sheets and a weight ticket shall be arranged. The supplier shall comply with local and state regulations for delivery to the site located in Chapel Hill, North Carolina.

**SAFETY AND HEALTH INFORMATION**

This product is regulated by the Hazard Communication Standard issued by the Occupational Safety and Health Administration. The purpose of the Hazard Communication Standard is to establish uniform requirements to make

sure that the hazards of all chemicals produced, imported, or used in U.S. workplaces are evaluated, and that this hazard information is transmitted to the affected employers and the exposed employees.

Chemical manufacturers and transporters must convey hazard information to downstream employers by means of labels on containers and safety data sheets (SDS's). In addition, all covered employers should have a hazard communication program to provide information to their employees by means of container labeling and other forms of warning, SDS, and training.

The successful bidder must supply certification of training of the drivers including the carrier's requirement for commercial driver's license and tanker endorsement. The successful bidder shall also provide the carriers written policies and procedures for spill response. The driver shall share the responsibility of providing first response to any spill on the University of North Carolina Cogeneration Facility property. Should the carrier be at fault, the carrier shall be responsible of total cleanup of any spill regardless of location.

The successful bidder shall provide a training class in the handling of these chemicals to the plant personnel at no charge. The time expected for such a class is one to two hours. The class shall include instruction on material handling, safety, and spill response.

The bidder shall provide the drivers with all safety equipment required for the safe transfer of the products in this specification.

Bidders shall note that plant safety policy requires all personnel inside the facility fence to wear safety glasses and a hard hat at all times. These items will not be provided by Cogeneration Systems.

### **GENERAL REQUIREMENTS**

All bidders shall have a minimum of five (5) years experience selling and servicing the products required.

All bidders shall provide documentation of their experience by providing reference information for current and previous customers for the past five (5) years.

### **TERM**

The initial term of the contract will be for a three (3) year period with the option to renew for two (2) additional one-year periods.

### **CONTRACT ADMINISTRATOR**

The Contractor hereby agrees to work directly with the University, or its designated Contract Administrator, in connection with providing the following work during the term of this agreement.

### **PRICE ADJUSTMENTS**

Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market changes or on the part of the contractor to other customers.

1. **Notification** - Must be given to the issuing purchasing authority, in writing, concerning any proposed price adjustments. Such notifications shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
2. **Decreases** - The State shall receive full proportionate benefit immediately at any time during the contract period.
3. **Increases** - All prices shall be firm against any increases for one year from the effective or latest renewal date of the contract.
4. **Invoices** - It is understood and agreed that orders will be shipped at the established contract prices in effect on the dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation.