

ADVERTISEMENT FOR BIDS

Sealed proposals will be received in the Office of the Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on May 27, 2015 and immediately thereafter publicly opened and read for the painting of Two (2) LNG Ellipsoidal Storage Tanks

Instructions for submitting bids and complete specifications will be available in the Office of the Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina during regular office hours, which are 8:30AM – 5:00PM Monday through Friday.

Greenville Utilities Commission reserves the right to reject any or all bids.

SECTION I
GENERAL INSTRUCTIONS FOR FORMAL BIDS
RELATED TO THE PURCHASE OF APPARATUS, SUPPLIES,
MATERIALS, AND EQUIPMENT

1.0 NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received in the Office of the Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on May 27, 2015, the day of opening. Bids submitted in a fax or e-mail in response to this Invitation for Bids **will not be acceptable**.

1.1 PRE-BID MEETING – A Pre-Bid meeting will be held at: Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 on Wednesday, May 20, 2015 at 10:00 am (EDST).

1.1.1 The intent of the Pre-Bid Meeting is to allow the bidders an opportunity to ask questions and make clarifications prior to submitting a bid.

1.1.2 Only portions of the bid/contract will be discussed. Lack of discussion or clarifications of any portion of the bid/contract does not relieve the Bidder from conforming to the provisions of the same.

2.0 STANDARD FORMS REQUIRED

Each bidder must submit a proposal on the enclosed bid forms. **The bid must be signed by an authorized official of the firm. Return only the attached Proposal Form. Do not return the Advertisement for Bids, Instructions to Bidders or Specifications.**

3.0 PREPARATION OF BID

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to BUYER II, GREENVILLE UTILITIES COMMISSION, P. O. BOX 1847, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27835-1847.

4.0 TIME FOR OPENING BIDS

Bids will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Buyer II, Greenville Utilities Main Office, 401 S. Greene Street, Greenville, North Carolina. Bidders or their authorized agents are invited to be present.

5.0 DEPOSIT

A deposit is **NOT** required for this bid.

6.0 NC SALES TAX

Do **not** include NC sales taxes in bid figure; however, Greenville Utilities Commission (GUC) does pay sales tax. Sales tax should be added to the invoice as a separate item.

7.0 FEDERAL EXCISE TAX

GUC is exempt from Federal Excise Tax and will issue a Federal Exemption Certificate upon request to the successful bidder.

8.0 EXCEPTIONS TO BE CLEARLY STATED

If bid is not in strict accordance with Section II, "Specifications," bidder must list or note all exceptions **on the Request for Proposal Form**, otherwise, it is fully understood that the successful bidder will furnish equipment and/or materials exactly as specified. GUC reserves the right to accept or reject bids with noted minor deviations from specifications and to determine the lowest responsible, responsive bid from the standpoint of quality, performance, and price.

Any and all changes and/or options that are made after the bid award must be pre-approved on a change order indicating all cost and/or credits.

9.0 EVALUATION AND AWARD OF BIDS

GUC reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counter proposals. In evaluating bids, GUC shall consider whether the bids comply with the prescribed requirements, plus all alternates or options requested. GUC reserves the right to include or exclude any option or alternative in GUC's opinion is in GUC's best interests. If a bid is to be awarded, it will be awarded to the lowest responsible, responsive bidder whose evaluation by GUC indicates that the award will be in GUC's best interests. Only firm prices will be considered for award of this bid.

10.0 PROMPT PAYMENT DISCOUNTS

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it may be considered in the award of the contract.

11.0 NUMERICAL ERRORS

In the case of a discrepancy between a unit price and the extension (the unit price multiplied by the number of units), the unit price governs. In the case where numerical bids are stated both in numbers and in words, the words govern.

12.0 BID WITHDRAWAL

A bidder must notify GUC in writing of its request to withdraw a bid within seventy-two (72) hours after the bid opening, not including Saturdays, Sundays, or holidays. In order to justify withdrawal, the bidder must demonstrate that a substantial error exists and that the bid was submitted in good faith.

13.0 MINORITY BUSINESS PARTICIPATION PROGRAM

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

14.0 DELIVERY TIME/PROJECT COMPLETION

Delivery Time/Project Completion is to be stated and will be considered in the evaluation of bids.

15.0 MANUFACTURER

Bidder is to specify the manufacturer of items being quoted.

16.0 CONTACT INFORMATION

Questions regarding this bid request should be directed to, Cleve Haddock, Buyer II at (252) 551-1533, haddocgc@guc.com.

17.0 TERMS AND CONDITIONS

The attached Terms and Conditions apply to all purchases made by Greenville Utilities Commission (GUC) and must be considered as part of the bid proposal.

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SECTION II
GREENVILLE UTILITIES COMMISSION
SPECIFICATIONS FOR PAINTING TWO (2) LNG
ELLIPSOIDAL STORAGE TANKS
MAY 27, 2015

PART 1 - GENERAL

1.01 SCOPE

- A. The work of this section includes the cleaning and painting of all exterior surfaces of 2 LNG storage tanks for the Greenville Utilities LNG Facility.

1.02 RELATED WORK SPECIFIED ELSEWHERE.

- A. Remove excess shim material from footing of tanks prior to prepping and painting.

1.03 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects of other requirements of these specifications, all surface preparation, coating and painting of interior and exterior surfaces shall conform to the applicable requirements of the Steel Structures Painting Council, NACE International and the manufacturer's printed instructions. The most stringent method shall be applicable if any conflict should arise.
- B. The Owner's decision shall be final as the interpretation and/or conflict between any of the referenced specifications and standards contained herein.
- C. SSPC-SP 2 - Hand Tool Cleaning.
- D. SSPC-SP 3 - Power Tool Cleaning.

1.04 CONTRACTOR

- A. The contractor shall have 10 years practical experience and successful history in the application of industrial coatings. The contractor shall have 5 years practical experience applying Tnemec three part epoxy paint. The contractor shall substantiate this requirement by furnishing a list of references and job completions.
- B. The Contractor shall possess the applicable license to perform the work as herein described and as specified by the State of North Carolina. The Contractor's license number shall appear in the lower left-hand corner of the envelope containing the bids.

1.05 QUALITY ASSURANCE

- A. General: Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are approved by the Owner.
- B. Surface Preparation: Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces", SSPC-Vis-1 and ASTM Designation D2200; "Standard Methods of Evaluating Degree of Rusting on Painted Steel Surfaces".
- C. Application: No coating or paint shall be applied: When the surrounding air temperature or the temperature of the surface to be coated is below the minimum required temperature for the specified product; to wet or damp surfaces or in rain, snow, fog or mist; when the temperature is less than 5 degrees F. above the dewpoint; when the air temperature is expected to drop below 40 degrees F. within six hours after application of coating. Dewpoint shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables.

If above conditions are prevalent, coating or painting shall be delayed or postponed until conditions are favorable. The day's coating or painting shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.

- D. Thickness Testing: Thickness of coatings and paint shall be checked with a non-destructive, magnetic –Type 1 or Type 2 Dry Film Thickness Gauge according to SSPC-PA2.

1. 06 SAFETY AND HEALTH REQUIREMENTS

- A. General In accordance with requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals, the Contractor shall provide and require use of personnel protective lifesaving equipment for persons working on or about the project site.
- B. Head and Face Protection and Respiratory Devices: Equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. In addition, workers engaged in or near the work shall wear eye and face protection devices.
- C. All ladders, rigging, scaffolding and climbing gear etc. provided shall be OSHA approved and up to the most recent code prior to use on the job site.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Materials specified are those that have been evaluated for the specific service. Products of the Tnemec Co. are listed to establish a standard of quality. Equivalent

materials of other manufacturers may be substituted upon written approval of the Owner.

Requests for substitution shall include manufacturer's literature for each product giving the name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified test reports showing results to equal the performance criteria of the products specified herein. No request for substitution shall be considered that will decrease film thickness or offer a change in the generic type of coatings specified. In addition, a list of 15 projects shall be submitted in which each product has been used and rendered satisfactory service.

Any material savings shall be passed to the owner in the form of a contract dollar reduction.

- B. All materials shall be brought to the jobsite in original, sealed containers. Materials exceeding storage life recommended by the manufacturer shall not be used.
- C. All coatings and paints shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings or paint must be stored to conform to City, County, State and Federal safety codes for flammable coating or paint materials. At all times, coating and paints shall be protected from freezing.
- D. Exterior Tank Coating Systems.

Base Bid:

Coating System: Tnemec HydroFlon **(See Exhibit A, pages 24 and 25)**

Surface Preparation: Power Wash using a rotating power nozzle at 3,500 PSI to remove all mildew, chalk, loose rust, loose coating, dirt, dust, oil, and other contaminants. Spot Cleaning to all rusted and abraded bare metal areas in accordance with SSPC-SP 2 Hand Tool or SSPC-SP 3 Power Tool Cleaning. Sand and feather smooth the edges of all tightly adhered existing coating. Spot prime all rusted, abraded, and bare metal areas using Series 135 Chembuild at 3.0-5.0 Dry Mils. The surface shall be clean and dry prior to coating application.

1 Coat: Series 135 Chembuild at 3.0-5.0 Dry Mils

2nd Coat: Series 73 Endura-Shield at 2.0-3.0 Dry Mils

3rd Coat: Series 700 HydroFlon at 2.0-3.0 Dry Mils

PART 3 - EXECUTION

3.01 GENERAL

- A. All surface preparation, coating and painting shall conform to applicable standards of the Steel Structures Painting Council, NACE International and the manufacturer's printed instructions. Material applied prior to approval of the surface by the Owner or the Owner's Representative shall be removed and reapplied to the satisfaction of the Owner at the expense of the Contractor.

- B. All work shall be performed by skilled craftsmen qualified to perform the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained and transfers of key personnel shall be coordinated with the Owner.
- C. The Contractor shall provide a supervisor at the work site during cleaning and application operations. The supervisor shall have the authority of sign, change orders' coordinate work, and make decisions pertaining to the fulfillment of the contract.
- D. Dust' dirt' oil' grease or any foreign matter that will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved cleaning solvent and wiped dry with clean rags in accordance with SSPC-SP 1.
- E. The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition.
- F. Application of the first coat shall follow immediately after surface preparation and cleaning and before rust bloom occurs. Any cleaned areas not receiving first coat within this period shall be recleaned prior to application of first coat.

3.02 SURFACE PREPARATION

- A. The latest revision of the following surface preparation specifications of the Steel Structures Painting Council shall form a part of this specification:
- B. SSPC-SP1 Solvent Cleaning: Remove oil, dirt, grease and foreign matter with solvents or commercial cleaners using various methods of cleaning such as wiping, dipping, steam cleaning or vapor degreasing.

The removal of oil and grease by solvent cleaning is included in all other SSPC Surface Preparation Specifications.

- C. SSPC-SP2 Hand Tool Cleaning.
- D. SSPC-SP3 Power Tool Cleaning.
- E. The Contractor shall keep the area of his work and the surrounding environment in a clean condition. He shall not allow work performed to be a nuisance or hazard to the accomplishment of the work, or the operation of the existing facilities.
- H. Specific Surface Preparation: Surface preparation for the specific system shall be as noted in Section 2.01.

3.03 CONTAINMENT

- A. Containment and disposal of debris, paint chips or "Out-Fall" of wet paint:
 - 1. The Contractor shall be responsible to make provisions to contain the residue and/or old paint to within the tank property. The Contractor shall be responsible for the disposal of the debris generated and shall be responsible for all costs involved in the disposal of the debris on behalf of the Owner.

2. All debris generated from the power washing, power tool cleaning or abrasive blast cleaning of the exterior or interior of the tank shall be disposed of in the proper manner by the Contractor. Application for the necessary approvals and permits shall be made by the Contractor and coordinated with the Owner.

3.04 APPLICATION, GENERAL

- A. Coating and paint application shall conform to the requirements of the Steel Structures Painting Council Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting," and the manufacturer of the coating and paint materials.
- B. Thinning shall be permitted only as recommended by the manufacturer approved by the Manufacturer, and utilizing the thinners stated on the most current technical data provided by the manufacturer.
- C. Each application of coating or paint shall be applied evenly, free of brush marks, sags, runs, with no evidence of poor workmanship. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- D. Protective coverings or drop cloths shall be used to protect fixtures, equipment, and adjacent properties. Care shall be exercised to prevent coatings or paint from being spattered onto surfaces that are not to be coated or painted. Surfaces from which materials cannot be removed satisfactorily shall be recoated or repainted as required to produce a finish satisfactory to the Owner.
- E. When two coats of coating or paint are specified, where possible, the first coat shall contain sufficient color difference to act as an indicator of coverage or the two coats must be of contrasting color.
- F. All material shall be applied as specified.
- G. All welds and irregular surfaces shall receive a brush coat of the specified product prior to application of the first complete coat.

3.05 COATING SYSTEMS APPLICATION

- A. After completion of surface preparation as specified for the specific system, materials shall be applied in accordance with manufacturer's recommendations.

3.06 CLEAN UP

- A. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in a manner approved by the Owner. Coating or paint spots and oil or stains upon adjacent surfaces shall be removed and the jobsite cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the satisfaction of the Owner at no cost to the Owner.

3.07 WARRANTY

- A. The Contractor will warrant the work free of defects in material and workmanship for a period of one year from the acceptance of the work. At the end of one year, the Contractor will return for a one-year anniversary inspection of the work. The Contractor will correct any deficiencies found with no cost to the owner.

SUBMIT BID ON ATTACHED PROPOSAL FORM

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Vendor Name: _____

GREENVILLE UTILITIES COMMISSION

PROPOSAL FORM

The undersigned bidder hereby declares that it has carefully examined the enclosed detailed specifications for furnishing GUC with the below listed item(s). The undersigned bidder further agrees, if this proposal is accepted within thirty (30) days from the date of the opening, to furnish any or all of the item(s) upon the quoted price.

ITEM NO.	QUANTITY	DESCRIPTION	PROJECT COMPLETION (DAYS)	TOTAL PRICE
1	2	<u>Painting Ellipsoidal Storage Tanks</u>	_____	\$ _____

Method of Award: Item(s) two, (2) will be awarded as a total bid.

Complete and Check All Math: It is the responsibility of the Bidder to extend bid prices and supply a total for all item(s).

Vendor Name: _____

GREENVILLE UTILITIES COMMISSION
EXCEPTION/VARIATION FORM FOR
PAINTING TWO (2) LNG ELLIPSOIDAL STORAGE TANKS

Provider’s Certification: This is to certify that it is our intent to furnish equipment, material, services, etc. in absolute compliance with the bid specification except where expressly noted below.

Instructions: List all exceptions or variations to these bid specifications. Providers shall identify each exception or variation by specification page. The omission of exception or variation information shall be deemed by the Commission as the Provider’s intent to absolutely comply with the bid specification. If additional space is required, Provider may reproduce this form as necessary.

<u>Page #</u>	<u>Exception/Variation</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Authorized Signature of Certification: _____

Print Name: _____

Firm Represented: _____

Address: _____

E-VERIFY LETTER OF COMPLIANCE

1. I have submitted a proposal for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. ____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. ____ I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. ____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. ____ Employ less than twenty-five (25) employees in the State of North Carolina.
Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

SECTION III

TERMS AND CONDITIONS FOR THE PURCHASE OF APPARATUS, SUPPLIES, MATERIALS, AND EQUIPMENT

These Terms and Conditions, made and entered into on this the ____ day of _____, by and between GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA, with one of its principal offices and places of business at 401 S. Greene Street, Post Office Box 1847, Greenville, Pitt County, North Carolina 27835-1847, hereinafter referred to as "GUC" and _____, a _____ organized and existing under and by virtue of the laws of the State of _____, with one of its principal offices and places of business at _____, hereinafter referred to as "PROVIDER";

1.0 TAXES

No taxes shall be included in any bid prices. GUC is exempt from Federal Excise Tax. GUC is not exempt from North Carolina state sales and use tax or, if applicable, Pitt County sales and use tax. Such taxes shall be shown as a separate item on the invoice.

2.0 INVOICES

It is understood and agreed that orders will be shipped at the established contract prices and quantities in effect on dates orders are placed. Invoicing at variance with this provision may subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate line item. All invoices must bear the GUC purchase order number. Mail all invoices to Greenville Utilities Commission, Finance Department, P. O. Box 1847, Greenville, NC 27835-1847.

3.0 PAYMENT TERMS

Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, or supplies and after submission of a proper invoice. GUC's normal payment policy is thirty (30) days. GUC will not be responsible for any goods delivered without a purchase order having been issued. Payment will be made in U. S. currency only.

4.0 QUANTITIES

Quantities specified are only estimates of GUC's requirements. GUC reserves the right to purchase more or less than the stated quantities at prices indicated in the submitted Proposal Form based on our actual needs.

5.0 AFFIRMATIVE ACTION

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

6.0 CONDITION AND PACKAGING

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

7.0 SAMPLES

Samples of items, if required, must be furnished free of expense to GUC, and if not destroyed, will, upon request, be returned at the Provider's expense. Request for the return of samples must be made at the bid opening, otherwise, the samples will become GUC's property. Each individual sample must be labeled with Provider's name.

8.0 SPECIFICATIONS

Any deviation from specifications must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with specifications, and the Provider will be held responsible. Deviations must be explained in detail. **The Provider shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

9.0 INFORMATION AND DESCRIPTIVE LITERATURE

Providers are to furnish all information requested. Further, as may be specified elsewhere, each Provider must submit with its proposal: cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.

10.0 AWARD OF CONTRACT

As directed by statute, qualified bids will be evaluated and acceptance made of the lowest responsible, responsive bid most advantageous to GUC as determined upon consideration of such factors as prices offered, the quality of the article(s) offered, the general reputation and performance capabilities of the Provider, substantial conformity with the specifications and other conditions set forth in the bid, the suitability of the article(s) for the intended use, the related services needed, the date(s) of delivery and performance, and such other factors deemed by GUC to be pertinent or peculiar to the purchase in question.

Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions, and specifications as shown on this set of Terms and Conditions and in this order or attached to and made a part of this order.

The conditions of this order cannot be modified except by written amendment in the form of "Amended Purchase Order," which has been approved by GUC's Buyer II.

In the event of a Provider's failure to deliver or perform as specified, GUC reserves the right to cancel the order or any part thereof, without prejudice to GUC's other rights. The Provider agrees that GUC may return part of or all of any shipment at Provider's expense. GUC may charge the Provider with all reasonable expenses resulting from such failure to deliver or perform.

11.0 MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to non-binding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation.

In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

12.0 GOVERNMENT RESTRICTIONS

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful Provider to notify the GUC Buyer II, at once, indicating in its letter the specific regulation which required such alterations. GUC reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or, in the sole discretion of GUC, to cancel the contract.

13.0 INSURANCE

13.1 Coverage – During the term of the contract, the Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

13.1.1 Workers' Compensation – The Provider shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident, covering all Provider's employees who are engaged in any work under the contract. If any work is sublet, the Provider shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

13.1.2 General Liability – Commercial Liability Coverage written on an “occurrence” basis in the minimum amount of \$1,000,000 per occurrence.

13.1.3 Automobile – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with the contract with a minimum combined single limit of \$1,000,000 per accident.

13.2 Requirements - Providing and maintaining adequate insurance coverage is a material obligation of the Provider. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina by the Commissioner of Insurance. The Provider shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Provider shall not be interpreted as limiting the Provider’s liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to GUC’s Buyer II.

14.0 PATENTS AND COPYRIGHTS

The Provider shall hold and save GUC, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, including reasonable attorney fees, on account of any copyrighted articles or any patented or unpatented invention, device or appliance manufactured or used in the performance of this contract.

15.0 PATENT AND COPYRIGHT INDEMNITY

The Provider will defend or settle, at its own expense, any action brought against GUC to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages, and attorney fees finally awarded against GUC in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following: (1) that Provider shall be notified

promptly in writing by GUC of any such claim; (2) that Provider shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that GUC shall cooperate with Provider in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from GUC modifications not authorized by the Provider or from the use of combination of products provided by the Provider with products provided by GUC or by others; and (5) should such product(s) become, or in the Provider’s opinion likely to become, the subject of such claim of infringement, then GUC shall permit Provider, at Provider’s option and expense, either to procure for GUC the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product.

16.0 EXCEPTIONS

All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Provider's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Provider may be grounds for rejection of the Provider's proposal. The Provider specifically agrees to the terms and conditions set forth in this set of Terms and Conditions by affixing its name on the signatory page contained herein.

17.0 CONFIDENTIAL INFORMATION

Except as provided by statute and rule of law, GUC will keep trade secrets which the Provider does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Provider. Cost information shall not be deemed confidential. The determination of whether a matter is confidential will be determined by North Carolina law.

18.0 ASSIGNMENT

No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, provided however, upon written request approved by the GUC Buyer II, solely as a convenience to the Provider, GUC may:

- Forward the Provider's payment check directly to any person or entity designated by the Provider, and
- Include any person or entity designated by Provider as a joint payee on the Provider's payment check.
- In no event shall such approval and action obligate GUC to anyone other than the Provider, and the Provider shall remain responsible for fulfillment of all contract obligations.

19.0 ACCESS TO PERSON AND RECORDS

GUC shall have reasonable access to persons and records of Provider as a result of all contracts entered into by GUC.

20.0 INSPECTION AT BIDDER'S SITE

GUC reserves the right to inspect, at a reasonable time, the item, plant, or other facilities of a prospective Provider prior to contract award and during the contract term as necessary for GUC's determination that such item, plant, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract. Provider may limit GUC's access to restricted areas.

21.0 AVAILABILITY OF FUNDS

Any and all payments of compensation of this specific transaction and any continuation or any renewal or extension are dependent upon and subject to the allocation of GUC funds for the purpose set forth in this Agreement.

22.0 GOVERNING LAWS

All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.

23.0 ADMINISTRATIVE CODE

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.

24.0 EXECUTION

In the discretion of GUC, failure of a duly authorized official of Provider to sign the Signatory Page may render the bid invalid.

25.0 CLARIFICATIONS/INTERPRETATIONS

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Buyer II. Do not contact the user directly. **These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by Provider and the GUC Buyer II.**

26.0 SITUS

The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

27.0 TERMINATION OF AGREEMENT

GUC or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all time and expenses incurred as of the termination date. Termination for just cause by either party shall be by certified letter and shall be effective thirty (30) days after signed and acknowledged receipt of said letter. Just cause shall be based on reasonable grounds, and there must be a fair and honest cause or reason for such action. The causes for termination, include, but are not limited to: (1) Provider's persistent failure to perform in accordance with the Terms and Conditions, (2) Provider's disregard of laws and regulations related to this transaction, and/or (3) Provider's substantial violation of the provisions of the Terms and Conditions.

28.0 DELIVERY

Shipments will be made only upon releases from a purchase order issued by GUC in accordance with GUC's current needs.

Time is of the essence with respect to all deliveries under this Agreement.

Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) GUC Warehouse, 801 Mumford Road, Greenville, North Carolina 27834, unless otherwise specified. The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to GUC until express written acceptance of delivery and inspection by GUC. Delivery hours are between 8:00 AM and 4:30 PM Monday-Friday only. **GUC's purchase order number is to be shown on the packing slip or any related documents.** GUC reserves the right to refuse or return any delivery with no purchase order number or which is damaged. GUC will not be charged a restocking fee for any delivery which is refused or returned.

29.0 INDEMNITY PROVISION

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to, Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, shall be provided by Provider.

30.0 FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. In any such event of force majeure, the parties shall advise each other of such event, and the parties shall negotiate an equitable adjustment to their respective obligations under this Agreement.

31.0 WARRANTY(IES)

The Provider hereby includes all warranties, whether expressed or implied, including, but not limited to, the Implied Warranty of Merchantability and the Implied Warranty of Fitness for a Particular Purpose.

32.0 INTEGRATED CONTRACT

These Terms and Conditions, Instructions to Bidders, Specifications, and the selected Provider's bid represents the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

33.0 CONTRACT PROVISIONS

Each of the provisions of these Terms and Conditions shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provision shall not affect the remainder of such provision or any other provisions.

34.0 NOTICES

Notices to the Parties should be sent to the names and addresses specified below:

Cleve Haddock
Purchasing Department, Buyer II
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

John Daughton
Gas System Supervisor
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.

GREENVILLE UTILITIES COMMISSION

By: _____
Anthony C. Cannon

Title: General Manager/CEO
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): Amy Carson Quinn

Title: Executive Secretary

Date: _____

(OFFICIAL SEAL)

COMPANY NAME:

By: _____

Name (Print): _____

Title: _____
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): _____

Title: Corporate Secretary

Date: _____

(CORP. SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Jeff W. McCauley

Title: Chief Financial Officer

Date: _____


APPROVED AS TO FORM AND LEGAL CONTENT:

By: _____
Phillip R. Dixon

Title: Commission Attorney

Date: _____

Exhibit A

		PRODUCT DATA SHEET																	
		HYDROFLON®																	
		SERIES 700																	
PRODUCT PROFILE																			
GENERIC DESCRIPTION	Advanced Thermoset Fluoropolymer Polyurethane																		
COMMON USAGE	An exterior finish coat especially designed for tanks and other exposed steel substrates. HydroFlon has outstanding resistance to ultra-violet light degradation providing unprecedented long-term gloss and color retention with excellent resistance to abrasion and chalking. It is aesthetically pleasing and recommended for coastal environments and on structures where extremely long-term maintenance cycles are desired. NOT FOR IMMERSION SERVICE.																		
COLORS	Refer to Tnemec Color Guide. Note: Certain colors may require multiple coats depending on method of application and finish coat color. The preceding coat should be in the same color family, but noticeably different. Upon selection of the finish coat color (Series 700), the intermediate coat will be selected by Tnemec's color lab.																		
FINISH	Gloss																		
PERFORMANCE CRITERIA	Contact your Tnemec representative for specific test results.																		
COATING SYSTEM																			
PRIMERS	Series 1, 20, FC20, 27, 66, N69, 90-97, 91-H2O, 135, N140, 161																		
INTERMEDIATE	Series 73, 1075, 1075U Note: When topcoating with Series 700, the following maximum recoat times apply: Over 1075, 1075U and itself, 30 days; over 73, 90 days.																		
SURFACE PREPARATION																			
EXTERIOR EXPOSURE	SSPC-SP6 Commercial Blast Cleaning																		
ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.																		
TECHNICAL DATA																			
VOLUME SOLIDS	60.0 ± 2.0% (mixed) †																		
RECOMMENDED DFT	2.0 to 3.0 mils (50 to 75 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.																		
CURING TIME	<table><tr><th>Temperature</th><th>To Touch</th><th>To Handle</th><th>Minimum Recoat ‡</th></tr><tr><td>90°F (32°C)</td><td>10 minutes</td><td>4 hours</td><td>5-8 hours</td></tr><tr><td>70°F (21°C)</td><td>30 minutes</td><td>6-8 hours</td><td>10-12 hours</td></tr><tr><td>50°F (10°C)</td><td>1 hour</td><td>12-15 hours</td><td>16-24 hours</td></tr></table>			Temperature	To Touch	To Handle	Minimum Recoat ‡	90°F (32°C)	10 minutes	4 hours	5-8 hours	70°F (21°C)	30 minutes	6-8 hours	10-12 hours	50°F (10°C)	1 hour	12-15 hours	16-24 hours
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50°F (10°C)	1 hour	12-15 hours	16-24 hours																
	‡ Maximum recoat: 30 days. Curing time varies with surface temperature, air movement, humidity and film thickness. Note: For faster curing and low-temperature applications, add No. 44-710 Urethane Accelerator; see separate product data sheet.																		
VOLATILE ORGANIC COMPOUNDS	Unthinned: 2.93 lbs/gallon (351 grams/litre) Thinned 5% (No. 63 Thinner): 3.10 lbs/gallon (371 grams/litre) †																		
HAPS	Unthinned: 4.1 lbs/gal solids Thinned 5% (No. 63 Thinner): 4.1 lbs/gal solids																		
THEORETICAL COVERAGE	962 mil sq ft/gal (23.6 m²/L at 25 microns). †																		
NUMBER OF COMPONENTS	Two: Part A and Part B																		
MIXING RATIO	By volume: Five (Part A) to one (Part B)																		
PACKAGING	<table><tr><th></th><th>PART A</th><th>PART B</th><th>Yield (mixed)</th></tr><tr><td>Medium Kit</td><td>5 gallon pail partially filled</td><td>1/2 gallon pail</td><td>3 gallons (11.35L)</td></tr><tr><td>Small Kit</td><td>1 gallon can partially filled</td><td>1 quart can partially filled</td><td>1 gallon (3.79L)</td></tr></table>				PART A	PART B	Yield (mixed)	Medium Kit	5 gallon pail partially filled	1/2 gallon pail	3 gallons (11.35L)	Small Kit	1 gallon can partially filled	1 quart can partially filled	1 gallon (3.79L)				
	PART A	PART B	Yield (mixed)																
Medium Kit	5 gallon pail partially filled	1/2 gallon pail	3 gallons (11.35L)																
Small Kit	1 gallon can partially filled	1 quart can partially filled	1 gallon (3.79L)																
NET WEIGHT PER GALLON	11.48 ± 0.25 lbs (5.21 ± .11 kg) (mixed) †																		
STORAGE TEMPERATURE	Minimum 20°F (-7°C) Maximum 110°F (43°C)																		
TEMPERATURE RESISTANCE	(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)																		
SHELF LIFE	12 months at recommended storage temperature.																		
FLASH POINT - SETA	Part A: 81°F (27°C) Part B: 130°F (54°C)																		
HEALTH & SAFETY	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.																		

HYDROFLON® | SERIES 700

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m²/Gal)
Suggested	2.5 (65)	4.0 (100)	385 (35.8)
Minimum	2.0 (50)	3.0 (75)	481 (44.7)
Maximum	3.0 (75)	5.0 (125)	321 (29.8)

Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Stir contents of the container marked Part A, making sure no pigment remains on the bottom. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Caution: Part B is moisture-sensitive and will react with atmospheric moisture. Keep unused material tightly closed at all times.**

THINNING

For air spray, thin up to 5% or 1/4 pint (190 mL) per gallon with No. 63 Thinner. For roller, thin 3% to 5% or 1/4 pint (190 mL) per gallon with No. 63 Thinner. Thinning is required for proper application. **Caution: Do not add thinner if more than thirty (30) minutes have elapsed after mixing.**

POT LIFE

5 hours at 50°F (10°C) 2 hours at 70°F (21°C) 1 hour at 90°F (32°C)

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-90 psi (5.2-6.2 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure. Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use 1/4" (6.4 mm) synthetic woven nap cover. Do not use medium or long nap roller covers.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 40°F (4°C) Maximum 120°F (49°C)

The surface should be dry and at least 5°F (3°C) above the dew point.

Cure time necessary to resist direct contact with moisture at surface temperature:

40°F (4°C): 44 hours	50°F (10°C): 21 1/2 hours	60°F (16°C): 11 hours
70°F (21°C): 7 hours	80°F (27°C): 5 hours	90°F (32°C): 3 1/2 hours
100°F (38°C): 2 hours		

If the coating is exposed to moisture before the preceding cure parameters are met, dull, flat or spotty-appearing areas may develop. Actual times will vary with air movement, film thickness and humidity.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Incorporated 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com