

ADVERTISEMENT FOR BIDS

Sealed proposals will be received in the Office of the Purchasing Technician, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on June 6, 2012 and immediately thereafter publicly opened and read for the furnishing of one (1) 74' Aerial Tower Unit Mounted with a Forestry Package Body on a Diesel Chassis.

Instructions for submitting bids and complete specifications will be available in the Office of the Purchasing Technician, 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 Purchasing Technician, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on June 6, 2012, the day of opening. Bids submitted in a fax or e-mail in response to this Invitation for Bids **will not be acceptable**.

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 PURCHASING TECHNICIAN, 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 Purchasing Technician, 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.

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

Delivery time 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 Bill Darty, Fleet Manager at (252) 551-1515, dartywe@guc.com, Cleve Haddock, Purchasing Technician 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 ONE (1) 74' AERIAL TOWER UNIT

MOUNTED WITH FORESTRY BODY ON A DIESEL CHASSIS

June 6, 2012

It is the intent of the following specifications to set up minimum requirements for one (1) 74' aerial tower unit mounted with a Forestry body on a Diesel Chassis. The unit should have a 74 ft. working height, 69 ft. height to bottom of basket, (60 ft with 10 ft. elevator), insulated articulating aerial tower, equipped with a one-man side mounted basket. The unit must be tested to meet or exceed all applicable ANSI or OSHA requirements.

All exceptions and variations must be clearly noted on the attached Exceptions/ Variation Form. A copy of this form must be signed and returned with the bid package. Failure to clearly identify all exceptions or variations, as determined by Greenville Utilities (GUC) and at the discretion of GUC, may be cause for rejection of the bid. If no exceptions are identified, and no change order approved, then it will be expected that the delivered unit will be to these exact specifications.

Complete descriptive information on all equipment quoted, i.e., aerial device and accessories, line service body, and cab-chassis shall be provided as part of the bid package at the time of bid opening. Bids submitted without adequate documentation, as determined by GUC, are not acceptable and may be rejected. The complete descriptive information will not be considered as a substitute for the Exceptions/Variations Form. All exceptions must be clearly stated on the provided Exception/Variations form.

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.

GENERAL SPECIFICATIONS

Aerial Tower Unit shall be the manufacturer's standard and may not be modified to meet these specifications. Provider's intent shall be to furnish, install and certify one (1) articulated, over-center, insulated aerial device, with outriggers, for operation under (category B or C) rated @ 46 KV in absolute compliance with OSHA-ANSI A92.2 Standards. Standard product items may be removed only where it is necessary to install other items in order to comply with these specifications.

Height to Bottom of Basket	69'
Working Height	74'
Rated Basket Capacity with 50KV Liner	350 lbs.
Upper Boom Articulation	0-270° with 245° minimum
Lower Boom Articulation	0-125°
Compensated Vertical Elevator	10'

OUTRIGGERS

One set of "A" frame-type outriggers shall be provided. An outrigger and boom interlock system must be provided to prevent the operation of the tower unless the outriggers are properly lowered. Each outrigger cylinder assembly must be equipped with a pilot check-valve to prevent the collapse of the outrigger in the event of hydraulic system failure. An audible warning must sound whenever any outrigger is being lowered. Shut-off valves must be provided at the control panel to allow for individual operation of the outriggers to level the vehicle on sloping terrain. The outrigger controls must be located at each outrigger and levers must not protrude beyond valve guard.

Auxiliary outriggers are acceptable, if necessary, for design of load capacities.

PEDESTAL

The pedestal must be structurally capable of supporting the turntable assembly during aerial tower operation. The pedestal shall be constructed as a rectangular steel box and house the turntable gearbox, the turntable hydraulic motor and the hydraulic oil reservoir tank. Remote hydraulic reservoir tank(s) is acceptable. The outriggers and pedestal, as an assembly, shall be bolted to the chassis frame. Access panels shall be provided on the pedestal to facilitate maintenance.

TURNTABLE

The turntable shall consist of a shear ball-bearing with upper and lower steel mounting plates and a hydraulic worm gear reduction type drive unit. The bearing must be sealed against dirt and have lubrication fittings. A check valve must be provided on the rotation motor to prevent free and unrestricted rotation in the event of hydraulic line failure. Continuous, unrestricted 360° rotation must be provided.

Please state bearing diameter: _____ in.

Please state operating gear ratio: _____

LOWER BOOM

The lower boom of the aerial device should be constructed of steel plate and formed and welded to a box section with rounded corners. The main boom hinge pin shall be steel construction and have bearings with lubrication fittings. The lower boom shall have a fiberglass insert with a minimum of 16" metal to metal separation. The lower boom with all components installed shall be dielectrically tested to 46 KV. The outside of the fiberglass finish shall have a smooth finish and be coated with white gelcoat for weather resistance. Articulation of the lower boom shall be a minimum of (125°).

Please state main boom hinge pin diameter: _____ in.

Boom compensation preferred. Is it provided? _____

UPPER BOOM

The upper boom shall be constructed of fiberglass. The outside of the boom shall have a smooth finish and be coated with white gelcoat for weather resistance. Lubrication fittings shall be provided where required. The upper boom shall be dielectrically tested and certified for up to 46 KV. Articulation of the upper boom shall be a minimum of 153°.

Please state net effective clear insulation gap: _____ in.

PLATFORM - Approximately 24" X 24" X 39"

The solid fiberglass bucket shall be a side-mounted design and have a minimum rated basket capacity of 350 lbs., including liner. ANSI approved safety belt lanyard mount shall be installed for bucket operation. The basket shall be provided with a dump feature to facilitate removal of an injured operator. The platform shall have an exterior step on the curbside. A control handle with a fiberglass guard completely surrounding the handle shall be on the curb side end. Basket access grip-strut steps and handrail at the rear of the body curbside shall be provided. Basket liner to be provided shall be tested to 46 KV and certified for use under 46 KV. A waterproof basket cover shall be provided.

BASKET LEVELING

Must have an automatic, hydraulic or mechanical basket leveling system. This leveling system shall be totally enclosed within the upper boom maintaining full insulation value of the upper boom.

CONTROL SYSTEM

The aerial device shall have a remote single stick control at the platform and the main control valve at the base of the unit. The lower control functions shall be capable of overriding the upper controls. A safety interlock system shall be provided with interlock at the platform and at the lower controls. The interlock trigger (in platform) or the diverter button (at lower controls) must be engaged before any boom movement can be accomplished. All outrigger controls shall be at ground level and at the rear of the vehicle. The control system must allow for smooth, responsive movement of the booms with feathering capabilities. All controls shall return to neutral position when released.

HYDRAULIC SYSTEM

The hydraulic system shall be a pressure compensated or accumulator open or closed center type with return and suction line filters. It is to be powered by a flange mounted hydraulic pump driven by an air or electric shifted PTO from the truck transmission. All system components shall be of the highest quality and meet or exceed current industry standards. The system shall be protected by pressure relief valves and must have a 100-mesh suction screen filter and a 10-micron cartridge filter in the return line.

HYDRAULIC RESERVE TANK

The hydraulic reserve tank shall have a twenty-five (25) gallon minimum capacity with shut-off valve on tank.

PTO-PUMP

An air or electric shifted PTO-pump combination mounted to the truck transmission will provide the standard power supply. A light on the dash to indicate when the PTO is engaged shall be furnished. An automatic throttle control shall be provided.

WEIGHT

List the total weight of AERIAL DEVICE, including all components specified above. _____ lbs. Any chassis or suspension upgrade needed to meet the needs of the up fitter or these specifications must be included in the bid.

WELDING

All welding performed on the unit, must be done by welders who are certified under the necessary American Welding Society Standards as required by ANSI A92.1969.

STRUCTURAL DESIGN

The structural components in the unit must be engineered to provide a minimum safety factor of 3 to 1 on yield and an ultimate safety factor of 5 to 1. The structural components in the unit which do not have a clearly defined yield point such as fiberglass must be designed at an ultimate strength safety factor of 10 to 1.

OTHER ITEMS TO BE PROVIDED

- Hydraulic tool line installation: A pressure and return line connection must be provided at the platform for operation of hydraulic tools. A shut-off valve (1/4 turn) must be provided near the tool outlets to permit exchange of tools. Connectors are to be installed such that hose couplers are horizontal. Quick disconnects shall be Holmbury C80240 and C80-241, or equal, with dust covers. Flow shall be 6-8 GPM @ 1800 – 2000 PSI with a maximum of 150 PSI back-pressure.
- Painting: Aerial booms and base will be painted white to match the chassis cab and body. Fiberglass areas are NOT to be painted.
- Two (2) sets of aerial device operation, maintenance, repair and parts manuals shall be provided for each unit.
- Engine Start/Stop at basket and at rear of truck.

TESTS

- Perform operational tests to assure that the completed units comply with all applicable manufacturer's specifications and Section 5.1 of OSHA-ANSI A92.2.

- Perform vehicle stability tests in compliance with Section 4.4 of OSHA-ANSI A92.2.
- Perform electrical tests on completed units in compliance with Section 5.2 of OSHA-ANSI A92.2 for articulating and extendible boom aerial devices for use under 46 KV.
- Provide Greenville Utilities with certified report of vehicle operational, stability and electrical tests per Section 5.3 OSHA-ANSI.

BASIC BODY DESIGN

The body sides and front shall be constructed of 12 gauge (minimum) and the roof shall be 14 gauge minimum galvanized material. The body floor shall be constructed of 10 gauge (minimum) galvanized material. It is to be welded and riveted throughout so as to constitute a single unit. All welding shall be done in accordance with good commercial practice and all welds shall be sanded to insure a satisfactory appearance to the finished product. Basic body shall be in prime paint. All sheared edges of the bulkheads and side paneling, including door openings, shall have lapped or rolled edges. The tail gate should swing 270 degrees, curbside, and be at least 22.5 " tall.

The body shall be a hydraulic dump design, and be undercoated for corrosion protection.

BODY DIMENSIONS

The body shall be approximately 132" long, the width shall be approximately 93" and approximately 60" in height.

Must have a top opening tool/storage box mounted on the cab guard toward the left front allowing proper clearance for boom stowage. The box shall be at least 5'Lx2.5'Wx24"D and the lid shall be hinged to the outside and must be able to fully open with boom in cradle. Cab guard must be built to support this box and contents.

Street side of body shall have a built-in ladder compartment 12"Wx25"H with rear plastsol or equal roller and internal security chain as well as a pole pruner compartment 11"H above ladder compartment with rear locking door. The compartment as well as door opening/access must be a minimum of 12"Wx25"H. A side access door (street side), approximately 12" X 20" will be included at the forward most section of this compartment.

The interior of the chipper body shall be coated with coal tar epoxy, and the entire underside of the body shall be undercoated.

Body must be a Southco Industries, Inc. (Aerial Unit), or equal. Greenville Utilities has the final decision on its equal.

COMPARTMENTATION

Curbside- One (1) 41"Lx50"Hx26.5"D double compartment with two (2) vertical doors. Left side of compartment shall be 20.5" wide with two (2) adjustable shelves and the right side shall be 20.5" wide with six (6) swivel material hooks (3-0-3). Behind the compartment shall be a platform box with thru compartment to street side approximately 6"Hx25"Wx89.5"D with a drop down door with three (3) unequal compartments of 10", 6", and 9".

Street side- One (1) 66"Lx50"Hx26.5"D compartment with three (3) vertical doors and two (2) fixed full length shelves. The right side of the compartment shall have access to a horizontal Hot Stick compartment extending from curbside platform.

Hidden compartment accessible when body raised, mounted at the front most of body on frame, approximately 74"Dx36"Wx30"H with same doors and locks as side compartments, one door per side. This compartment must have a safety interlock to prevent the body from being lowered when the compartment doors are opened.

All compartment doors shall have double acting spring type door holders, three-point twist type door latch's with lock cylinders, and rain deflectors at leading edge and over each compartment door.

ADDITIONAL FEATURES AND EQUIPMENT

One (1) pair of heavy-duty rubber wheel chocks with both chock holders under the street side of body.

Outrigger pads (SAUBER #1616 ALMAG) as needed, with underbody storage provided near outriggers with a lip on the outside to contain pads, no latches.

Lights in all compartments (recessed) with master switch in cab.

Pintle hook with safety chain eyes rated and marked for 25 tons.

Warner electric brake-kit with six (6) way socket (equivalent to Techran 670-62).

Access steps and grab handles shall be provided for tower access. All steps shall be of grip-strut. Steps and grab handles shall not interfere with movement or operation of aerial device. All step/ladder points must have accompanied hand rail for 3-point contact.

One sets of recessed LED taillights shall be provided. ICC light package shall also include metal guarded LED clearance lights.

Shield and extend exhaust above cab; most appropriate side. No exceptions.

All electrical accessories shall be wired to a fused panel box. This box is to be energized by the ignition switch.

Traffic cone rack, fabricated and installed per Fleet Manager, Bill Darty. (i.e. post off side frame rails).

Must include removable/replaceable protective boom covers for the entire boom.

One Hastings 21365 grounding reel with 40' #2 ground cable and ground clamp, mount on curbside box below cab guard step.

Two underbody chainsaw box's, approximately 36" X 18" X 18" will be mounted under the body behind the rear wheels, (one per side).

CAB GUARD

Expanded metal, full coverage cab guard
2" X 2" square tubing perimeter minimum
1 1/2" X 1 1/2" square tubing cross members
3/4" X 9-11 expanded metal covering
Curbside access ladder with handrail
Heavy duty front bumper to support cab guard and aerial cradle

CAB-CHASSIS

Aerial device, forestry body and all other equipment supplied shall be installed on a new and latest model cab-chassis with the following **minimum** specifications and features:

May consider in stock unit, in stock unit must be submitted as alternate bid and will be the sole decision of the Greenville Utilities Commission to accept or deny this unit.

106" CA (Nominal), minimum required for aerial and body

35,000 lb. GVWR

14,000 lb. Front Axle

21,000 lb. Rear Axle

14,000 lb. Front Springs

21,000 lb. Rear Springs

Auxiliary Multi-leaf Rear Springs (2000 lb.)

19.2 Frame Section Modulus; "L" reinforced frame

Diesel engine with at least 280 h.p. with an automatic transmission

Factory Air Conditioning

Locking Differential, single speed (road speed, 65-70 MPH) minimum

Two (2) P385 x 85R, 22.5,14-Ply front tires (highway tread), It is the bidders responsibility to bid the appropriate chassis to support our tire specifications. **NO EXCEPTIONS**

Four (4) 11R 22.5,14-Ply tube-type rear tires (mud and snow tread)

Six (6) wheels appropriate for chassis tire combination

Air Brakes with emergency lock; factory installed spin-on type air dryer (WABCO system saver 1200)

Heavy-duty Cooling

Heavy-duty Alternator (85 amp minimum)

Dual Heavy-duty Battery (85 amp minimum)
Power Steering

Cab Heater

Minimum 50-gallon Step Tanks; no-slip grip strut on tank steps

Four (4) Tow Hooks; two (2) mounted to front of vehicle chassis and two (2) mounted to rear of vehicle chassis

West Coast Style Mirrors with convex mirrors, both sides

Fender Mounted LED Turn Signal

Grab Handles to assist cab entry (left and right)

Electronic Backup Alarm

Two (2) Mounted Spotlights with wired remote control and guards over lights that do not hinder full operation of lights.

Four (4) Strobe or LED Type Beacon Lamps, two (2) over cab and two (2) on rear corners of chip body with guards over lights..

Four (4) corner strobes mounted two (2) on front and two (2) on rear close to corners. Lights must flash in an alternating pattern (left and right) and not simultaneously.

Tilt Front-end for Engine Access, allowing full hood opening without coming in contact with cab guard.

ICC Light Package

Bucket Seats with Adjustable Backrest, driver's seat must be air ride

Delayed Windshield Wipers

AM/FM Radio

Two (2) sets of owner/operator manuals, service manuals, and parts manuals.

Diagnostic software for engine and transmission with interface/translator and cables/hardware to be used with a laptop computer, (USB type) must be provided at time of delivery. Where applicable, annual subscription must be supplied for diagnostic software. Cab and/or chassis software must be provided where applicable. No exceptions will be accepted for diagnostic software. Questions pertaining to software can be directed to Bill Darty, Fleet Manager @ (252) 551-1515.

Note: Factory line sheet must be provided on cab-chassis

PAIN

Aerial device, forestry body, cab-chassis and all other equipment as appropriate, shall be painted white and must be OEM quality finish.

WARRANTY

Two (2) year minimum warranty, parts and labor, on entire unit shall be provided. All warranty service to be no further than 80 miles from Greenville Utilities, 801 Mumford Rd, Greenville, North Carolina. All other standard manufacturer's warranties shall apply. List optional extended warranties available for unit.

ADDITIONAL INSTRUCTIONS TO PROVIDERS

Prior to the bid award, the successful Provider shall supply a demonstrator comparable to the bid unit for an on-site evaluation.

Successful Provider shall be required to furnish GUC with a written guaranteed delivery date upon receipt of order.

Greenville Utilities shall reserve the right to make a final inspection of units before they go into final painting. Supplier shall contact Jeff Byrd, Electric Distribution Engineer, (252) 551-1568 and Bill Darty, Fleet Manager, (252) 551-1515 at least ten (10) working days prior to units being scheduled for final painting in order for arrangements to be made, if desired.

The Provider shall issue two (2) sets of shop drawings for approval, at least thirty (30) days prior to beginning final assembly. Drawings shall be forwarded to Greenville Utilities, P.O. Box 1847, 801 Mumford Road, Greenville, North Carolina 27835-1847, Attn: Jeff Byrd, Electric Distribution Engineer and Bill Darty, Fleet Manager. All changes, including cost and credits must be pre-approve on a change order.

Completed units shall be delivered and placed in-service at the Greenville Utilities Operations Center, 801 Mumford Road, Greenville, North Carolina.

Travel to and from the factory for pre-paint and pre-delivery inspections, to include hotel stay if necessary must be provided for the Fleet Manager.

One (1) day of field training of GUC personnel in Greenville, North Carolina in the safe, proper use of Provider's equipment shall be provided as part of the bid package--required prior to units being placed in service.

One (1) day of field service in Greenville, North Carolina to allow adjustment of units shall be provided as part of the bid package in order to achieve optimum performance-- required upon request within 90 days of date units placed in service.

Distributors may not quote on any brand of equipment that they have not been representing for a minimum of three (3) years.

SUBMIT BID ON ATTACHED PROPOSAL FORM

[Balance of page left blank intentionally]

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	UNIT PRICE	EXTENSION
I	1	New and latest model, 74' Aerial Tower Unit Mounted With A Forestry Package Body On A Diesel Chassis. Delivery: _____	\$ _____	\$ _____

Method of Award: Item(s) one, (1) 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 ONE (1) 74' AERIAL TOWER UNIT
MOUNTED WITH A FORESTRY PACKAGE BODY ON A DIESEL CHASSIS

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: _____

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 Purchasing Technician.

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 Purchasing Technician, 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 Purchasing Technician.

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 Purchasing Technician, 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 Purchasing Technician. 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 Purchasing Technician.**

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.

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 Technician
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

Bill Darty
Fleet Manager
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: _____