

ADVERTISEMENT FOR BIDS

Sealed proposals will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 pm (EDST) on March 21, 2024 and immediately thereafter publicly opened and read for the furnishing of two (2), 121 kV (max) fault interrupters.

Instructions for submitting bids and complete specifications will be available in the Office of the Procurement Manager, 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. **Late Bids will not be considered.**

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 Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 pm (EDST) on March 21, 2024, the day of opening. **Bids submitted in a fax or e-mail in response to this Invitation for Bids will not be acceptable. Late Bids will not be considered.**

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 PROCUREMENT MANAGER, 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 Procurement Manager, 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 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.

15.0 DELIVERY

Shipments will be made to GUC only upon releases from a purchase order issued by GUC in accordance with its 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, 701 Utility Way, 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.

16.0 DELIVERY TIME

Delivery time is to be stated by the bidder and will be a factor in the evaluation of bids.

17.0 CONTRACT PERIOD

NA

18.0 MANUFACTURER

Bidder is to specify the manufacturer of items being quoted.

19.0 CONTACT INFORMATION

Questions regarding this bid request should be directed to Cleve Haddock, Lifetime CLGPO, Procurement Manager, Finance Department at (252) 551-1533, haddocgc@guc.com. **All questions must be received by or before March 13, 2024.**

20.0 UNIFORM GUIDANCE

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

21.0 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 115 kV FAULT INTERRUPTER MARCH 21, 2024

1.0 Scope

Bids will be received by Greenville Utilities Commission (GUC) for the purchase of two (2) 121 kV(max) fault interrupter. The fault interrupter will be applied to the primary side transformer for switching, protection, and isolation at Hudson's Substation and Wellcome Substation. The fault interrupter for this application will be a horizontally mounted three-pole design with vertical-break isolating disconnect blades. GUC reserves the right to choose any of the schedules, alternates, adders, or deducts (or combination thereof) listed in the Proposal.

2.0 General Conditions

- 2.1 All materials and equipment shall be new.
- 2.2 These specifications describe the type, size, and characteristics of the various materials and equipment required to be furnished.
- 2.3 Strict adherence to these general specifications and drawings is requested to facilitate checking and consideration of the proposal.
- 2.4 Proposals shall include the following:
 - 2.4.1 Catalog numbers, manufacturer, ratings, characteristics, types, sizes, etc., of all major removable materials and equipment included. A simple statement that all necessary materials and equipment will be provided is not satisfactory.
 - 2.4.2 Performance data and evidence of short circuit testing for similar designs for the several items as set forth in the detailed specifications.
 - 2.4.3 The bidder shall state in his proposal the way the fault interrupters will be shipped, namely: by open-top truck.
 - 2.4.4 Prices shall include the cost of delivery to the substation site.
- 2.5 It is the intent of these specifications that the fault interrupters shall be complete and fully operable. Any details not mentioned in the specifications but required for satisfactory operation shall be furnished and installed by the materialman.
- 2.6 Station power available at the commission's substation will be 120/240 volts, 60 Hz, single-phase. Control dc voltage at the substation will be 48 volts. The equipment on the fault interrupters shall coordinate with these voltages as appropriate.

3.0 Special Conditions

3.1 Defective Materials, Equipment, and Workmanship

3.1.1 All materials and equipment furnished shall be subject to the inspection, tests, and approval of the commission, and the materialman shall furnish all information required concerning the nature or source of any materials and equipment and provide adequate facilities for testing and inspecting the materials and equipment at the plant of the materialman.

3.1.2 Basic Right of Rejection. The materials and equipment furnished hereunder shall become the property of the commission when delivered at the point to which shipment is to be made, provided, however, that the commission may reject any such materials and equipment that do not comply with the specifications and warranties of the materialman and manufacturers. Recognition and subsequent rejection of any defective materials and equipment may occur either before or after incorporation of such materials and equipment into the facilities, provided such rejection is made within one year of date of energization of the materials and equipment. Upon any such rejection, the materialman shall replace the rejected materials and equipment with materials and equipment complying with the specifications and warranties, F.O.B. truck at Greenville Utilities Commission's Hudson's or Wellcome substation. The commission shall return the rejected materials F.O.B. truck at the same destination. In the event of the failure of the materialman to so replace rejected materials and equipment, the commission may make such replacement and the cost and expense thereof shall be paid by and recoverable from the materialman.

3.1.3 The fault interrupter is to be provided herein shall include a full one-year warranty on the complete fault interrupter together with all parts. This warranty shall extend for one (1) year from the date of energization.

3.2 Miscellaneous

The materialman shall hold harmless and indemnify the commission, its agents, and its employees from all claims, suits, and proceedings for infringement of any patent or patents covering materials and equipment purchased hereunder. The materialman shall defend any suit or proceeding brought against the commission, its agents, or its employees based upon a claim that the materials and equipment or any part thereof constitute an infringement of any patent, or if the materialman shall fail to defend such suit or proceeding, the commission may do so and the materialman shall make reimbursement for the expense of such litigation. If the materials and equipment or any part thereof are held to constitute infringement and the use thereof is enjoined, the materialman shall, at its own expense, either procure for the commission the right to continue to use the materials and equipment or such part thereof or shall replace the materials and equipment or such part thereof with non-infringing materials and equipment.

4.0 Standards

All equipment and materials covered by these specifications and all tests applied thereto shall, unless otherwise stated herein, be in accordance with the applicable provisions of the latest editions of the standards of the ASTM, ANSI, AEIC, IEEE, NEMA, NESC, AND OSHA. Where the term "standards" is used in the specifications it shall be understood to refer to the above standards.

5.0 Drawings

5.1 Preliminary

Before proceeding with fabrication, the manufacturer shall submit for approval sufficient drawings to demonstrate that all parts conform to the requirements and intent of these Specifications. The drawings shall include three (3) copies each of outline, nameplate, detail, control, elementary, and control wiring drawings. All approval drawings shall be submitted to Greenville Utilities Commission, 3355 Hwy 43 N, Greenville NC 27834, Attention: John Powell

The outline drawing shall show dimensions of equipment including mounting frame, base pedestals, and all other important external features. These drawings shall show weights, operating moments and forces, catalog numbers, ampere ratings, and arrangement of all external accessory devices.

Approval of drawings shall not be held to relieve the materialman of obligations to meet all requirements of the specifications, of responsibility for correctness of the drawings, or of responsibility to meet original shipping promise with the commission being allowed two weeks for approval.

Receipt of approval drawings by the materialman constitutes authorization for manufacture as noted or corrected. The commission reserves the right to request resubmittal of drawings as deemed appropriate prior to authorizing manufacture.

5.2 Final Drawings and Instruction Books

The materialman shall furnish four (4) copies of applicable instruction books. These books shall provide detailed operation and maintenance instructions for all equipment furnished. Instruction books are to include the outline, nameplate, accessory schematics, and accessory detail wiring drawings as listed below. All drawings are to be certified correct and supplied within a reasonable length of time after the order is placed. Drawings must be furnished prior to the shipment of the equipment. The materialman shall supply one copy of certified test reports.

5.2.1 Outline diagrams showing size and locations of major equipment and all other principal dimensions.

5.2.2 Assembly diagrams.

5.2.3 Detailed electrical control elementary diagrams.

- 5.2.4 Detailed electrical connection diagrams illustrating factory point-to-point wiring.
- 5.2.5 Instruction books for all system components.
- 5.2.6 Renewal parts list.
- 5.2.7 Foundation base reactions and moments for each support column, where required.

6.0 Shipping of Fault interrupter

(1) Fault interrupter shall be shipped to the Greenville Utilities Commission's Hudson's substation at the intersection of Fox Pen Road and Blackjack Simpson Road by the materialman. The second (2) fault interrupter shall be shipped to Wellcome substation, at 5595 NE Greenville Blvd.

6.1 Shipment shall be by open-top truck. Assembly of any component parts removed for shipment will be performed by the commission.

6.2 Before shipment, fault interrupter shall be completely assembled to determine if all parts fit properly. Parts removed for shipment shall be marked to permit easy identification when reassembling.

6.3 Method of packing and loading shall ensure protection of all parts from dampness, corrosion, breakage, or vibration injury that might reasonably be encountered in transportation, storage, and handling.

6.4 Release for shipment is to be granted by the commission based upon the manufacturer's compliance with the following:

6.4.1 Furnishing of the requisite number of copies of the final drawings as called for in the specifications.

6.4.2 Thirty (30) days' notification of tentative shipping schedule and forty-eight (48) hours' notification prior to delivery.

7.0 Manufacturer's Field Representative (Not Applicable)

8.0 Fault interrupter

8.1 General

The fault interrupter will be used to isolate a 115 kV, 20 MVA substation transformer from line during a faulted condition without interrupting the operation of other source-side equipment in the substation. The fault interrupter will also be used for no-load and/or full load switching of the power transformer on the 115 kV system.

Hudson's: Standard Series 2010 circuit switcher

The fault interrupter shall be an S & C Model 2010 Circuit Switcher, Catalog Number 197838-A-E12-H2-K-M-T-T2-V-W1-Y with (8) Anchor Bolts S-81365-1.

Wellcome: Retrofit Series 2010 circuit switcher:

115kV nom., 550kV BIL 1200A, 25kAIC to retrofit a Siemens MFB LineBacker 22' bus height

10' phase spacing

12' center-to-center foundations, 22"x22" pad surface.

14"x14" bolt pattern, 1" bolts, 1-1/8" bolt holes.

The fault interrupter shall be an S & C Model 2010 Circuit Switcher, Catalog Number 197838-A-E16-H2-K-M-T-T2-V-W1-Y-SXXX

The fault interrupter shall be 115 kV nominal, 550 kV BIL, and have a minimum rating of 1200 amperes continuous and 50,000 amperes momentary (.25 seconds) current rating. The fault interrupting rating shall be a minimum of 20,000 amperes and shall have a 40,000 amperes fault closing duty cycle

8.2 Fault Interrupter

The fault interrupter shall be outdoor type, three- (3) pole, single-throw, group-operated interrupter chambers, operating mechanism for motor operation, outboard bearing, guide, operating pipe, and flexible grounding strap. Greaseless ball bearing assemblies consisting of stainless-steel balls and races shall be used for moving parts.

All fault interrupter components shall function properly at temperatures ranging from -40° F to 104 ° F wind loading up to 90 mph and ice accumulation of 3/4 inches (3/4").

8.3 Fault-Interrupting Capability

At 115 kV Transmission Operation

25,000 amperes symmetrical: primary fault

4,000 amperes symmetrical: secondary fault reflected to primary

The fault interrupter shall be capable of interrupting the fault current levels shown above.

8.4 Interrupters

The fault interrupter shall be supplied with hermetically sealed, single-gap interrupting units which are factory-filled to full pressure with SF₆ gas. Each interrupter unit shall have a clearly visible indicator for low-gas pressure and a pressure-relief device for the rapid release of excess gas-pressure buildup.

The interrupters shall provide rated dielectric strength when open. A clearly visible target indicator shall be provided for indication of open or closed position of the interrupting units.

8.5 High-Speed Trip/Close

The fault interrupter shall be provided with a stored-energy mechanism which directly drives each interrupter opens within a maximum of 6 cycles.

8.6 Motor-Operating Mechanism

The fault interrupter shall be equipped with a motor-operating mechanism which receives a signal from the commission's relay equipment and initiates the opening or closing of the interrupters by operating the shunt trips or power drive trains. The motor-operating mechanism and associated drive trains shall be equipped with bearings which require no lubrication.

The motor-operating mechanism shall operate with a 48-volt dc control voltage. The mechanism shall be equipped with a manual-tripping device to allow the tripping of the interrupters if control voltage is lost. The manual tripping device shall disconnect the relay control circuit.

Both the ac and dc circuits to the mechanism shall be protected by fuses and knife switches. An auxiliary switch shall be geared to the operating shaft to include limit switches and at least, eight (8) spare auxiliary SPST contact switches, four (4) normally open, four (4) normally closed, for use by the commission.

The motor-operating mechanism shall provide a local push button station to initiate either close or open operation with red and green indicating lamps. The motor-operating mechanism shall also provide a local/remote switching circuit to transfer the control of the mechanism to the commission's remote relaying and switching initiation.

The mechanism shall be fully housed in a NEMA 4 weatherproof metal cabinet providing a hinged front cabinet door for personnel access to the mechanism wiring and controls. The bottom of the cabinet shall provide a removable conduit entry plate capable of accommodating up to four (4) two-inch (2") conduits for connection of the commission's field wiring. The front cabinet door shall feature a three-point latching handle with provisions for padlocking the closed position of the door.

The mechanism cabinet shall be equipped with a low wattage 240-volt ac heater with thermostat.

8.7 Mounting Structure

The mounting structure shall consist of a mounting base which supports the interrupters and two columns which support the mounting base. These three subsections shall be preassembled by the materialman. All required anchor bolts shall be supplied by the materialman.

The materialman shall provide both vertical and horizontal anchor bolt reactions resulting from the loading conditions described above. In addition, the materialman shall provide the maximum foundation overturning moment imposed upon the foundation.

For the Hudson's unit, the support column height shall be a minimum of 144 inches and the phase spacing of the switch poles shall be 102 inches on center. The assembled structure shall provide a primary terminal elevation of 208-¹/₄ inches.

For the Wellcome unit, the support column height shall be a minimum of 192 inches and the phase spacing of the switch poles shall be 120 inches on center. The assembled structure shall provide a primary terminal elevation of 264 inches.

8.8 Terminal Pads

The terminal pads shall be provided for aluminum or copper 4-hole NEMA spades on each end of the switch. The commission will utilize aluminum tubing or conductor for the primary connection to the terminals of the interrupter. The manufacturer must clearly state the maximum tension in pounds which can be exerted on each terminal independently.

- Notes:**
- (1) **All materials will be purchased in box quantities unless otherwise stated.**
 - (2) **Bidders are to specify on the attached Proposal Form the name brand of all items quoted and the expected delivery time.**

Method of Award:

GUC, in its sole discretion, may award this bid as a total bid for item(s), quantity of two (2) or as individual items.

SUBMIT BIDS ON ATTACHED PROPOSAL FORM(S)

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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 items. The undersigned bidder further agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish any or all of the items upon the quoted price.

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	DELIVERY TIME	UNIT PRICE	TOTAL
I	2	<u>121 kV (max) fault interrupters</u>	_____	\$_____	\$_____
		Name _____			
		Brand _____			

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

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GREENVILLE UTILITIES COMMISSION

EXCEPTION FORM

FOR TWO (2), 121 kV (max) FAULT INTERRUPTERS

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: _____

Letter of Compliance to E-Verify for Greenville Utilities Commission

1. I have submitted a bid 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 bid 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 bid and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this bid 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)

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 Procurement Manager.

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 Procurement Manager, 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 Procurement Manager.

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's Procurement Manager, 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 Procurement Manager. 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 Procurement Manager.**

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, 701 Utility Way, 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 E-VERIFY

E-Verify - I understand that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of my knowledge, any subcontractors employed by me as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

35.0 IRAN DIVESTMENT ACT CERTIFICATION

By acceptance of this purchase order, Vendor/Contractor certifies that, as of the date of the purchase order or contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Vendor/Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

36.0 UNIFORM GUIDANCE

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

37.0 NOTICES

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

Cleve Haddock, Lifetime CLGPO
Procurement 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 Wade

Title: Executive Secretary

Date: _____

(OFFICIAL SEAL)

COMPANY NAME:

By: _____

Name (Print): _____

Title: _____
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): _____

Title: Corporate Secretary

Date: _____

(CORP. SEAL)

Date: _____

APPROVED AS TO FORM AND LEGAL CONTENT:

By: _____
Phillip R. Dixon

Title: General Counsel

Date: _____