

## **ADVERTISEMENT FOR BIDS**

Sealed proposals will be received in the Office of the Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on September 19, 2018 and immediately thereafter publicly opened and read for the furnishing of One (1) Line Truck with Hydraulic Digger-Derrick Mounted with Utility Line Body.

Instructions for submitting bids and complete specifications will be available in the Office of the Procurement Coordinator, 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 Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on September 19, 2018, the day of opening. Bids submitted in a fax or e-mail in response to this Invitation for Bids **will not be acceptable.**

**1.1 PRE-BID MEETING** – A Pre-Bid meeting will be held at Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 on Wednesday, September 12, 2018 at 10:00 am (EDST).

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

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

#### **2.0 STANDARD FORMS REQUIRED**

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

#### **3.0 PREPARATION OF BID**

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to PROCUREMENT COORDINATOR, 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 Coordinator, Greenville Utilities Main Office, 401 S. Greene Street, Greenville, North Carolina. Bidders or their authorized agents are invited to be present.

#### **5.0 DEPOSIT**

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

## **6.0 NC SALES TAX**

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

## **7.0 FEDERAL EXCISE TAX**

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

## **8.0 EXCEPTIONS TO BE CLEARLY STATED**

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

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

## **9.0 EVALUATION AND AWARD OF BIDS**

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

## **10.0 PROMPT PAYMENT DISCOUNTS**

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

## **11.0 NUMERICAL ERRORS**

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

## **12.0 BID WITHDRAWAL**

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

**13.0 MINORITY BUSINESS PARTICIPATION PROGRAM**

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

**14.0 DELIVERY TIME**

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 Cleve Haddock,**

**CLGPO Procurement Coordinator at (252) 551-1533, [haddocgc@guc.com](mailto: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.**

[Balance of page left blank intentionally]

## SECTION II

### GREENVILLE UTILITIES COMMISSION

#### SPECIFICATIONS FOR ONE (1) LINE TRUCK WITH HYDRAULIC

#### DIGGER-DERRICK MOUNTED WITH UTILITY BODY

SEPTEMBER 19, 2018

It is the intent of these specifications to set up minimum requirements for one (1) new and latest model line truck equipped with a 22,000-lb. rear-mounted hydraulic digger-derrick, heavy duty line service body, installed on a nominal 149" CA cab-chassis. This unit must be tested to meet or exceed the following minimum specifications. GUC may want to operate a demonstrator unit equivalent to the one being bid prior to the bid opening.

**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.

Line truck distributors may not quote on any brand of equipment that they have not been representing for a minimum of five (5) years.

#### Hydraulic Digger-Derrick

Furnish and install a rear mounted digger-derrick rated and equipped as follows: (Note: minimum requirements unless otherwise indicated)

Capacity – 27,000 lb. minimum, 11,000 lb. at 10 foot radius. Capacities shall reflect unit with all accessories as quoted, not bare boom capacities. A custom capacity chart on the digger-derrick, as quoted, shall be furnished as part of the bid package; chart shall be furnished with unit also.

Sheave Height – 35 feet minimum with second stage fully extended; 44 feet minimum with hydraulically operated fiberglass third stage fully extended.

Sheaves – Shall permit transformer handling.

Horizontal Reach – Minimum 35 feet from centerline of rotation.

Rotation – 360-degree continuous and unrestricted rotation, provided by high efficiency worm gear drive, equipped with disc brake, driving a hardened steel ball bearing rotation gear for smooth rotation.

Elevation – Boom shall have capability of elevation from a minimum 80 degrees above horizontal to a minimum of 18 degrees below horizontal. Lower boom near turntable shall be equipped with a manual elevation indicator.

Mounting Location – Center mounted over rear axle.

Booms – Three-sectional with second and third stage hydraulically operated.

First and second stages shall be constructed of high strength steel.

Third stage shall be constructed of fiberglass having a minimum tensile strength of 70,000 psi and factory tested to 100 kvac; third stage shall have a full capacity rating. Insulation gap shall be a minimum of 44”.

All extension cylinders shall be equipped with holding valves to prevent retraction in the event of hydraulic system failure. Slide bearings of suitable material shall be provided.

Boom rests and supports, as required, shall be provided.

Hydraulic System – Hydraulic system shall be of the open-center type. Power source shall be flange-mounted hydraulic pump driven by an air-shifted or electric-shifted PTO. System shall have a minimum 48 GPM at 3,000-psi rating.

Hydraulic reservoir is to have a minimum 50-gallon capacity and should be mounted between the cab and the body. Install an open top storage box approximately 57” w X 12” d X 6” h over the reservoir with solid steel sides and steel bottom with drain holes in all four corners. This box should flip forward allowing access to reservoir. Mount 12

(twelve) 4" schedule 40 PVC tubes 12" tall across the rear of the reservoir. Tubes shall be open at both ends and mounted 1/2" off of floor to drain. Tubes shall be mounted on one bar across the width of body and the entire assembly must be removable.

Adequate replaceable filters and strainers (10 micron) shall be provided. A red control console mounted warning light shall be provided to indicate when filter replacement is required.

A red dash mounted warning light shall be provided to indicate PTO engaged; to have air-shifted or electric-shifted PTO in cab.

Stabilizers – Two (2) main, radial type outriggers, integral with mainframe and sub-frame shall be provided with pivoting feet, and located in the area of the unit pedestal. Minimum outrigger spread shall be 156" with minimum ground penetration of 12".

Two (2) auxiliary outriggers mounted between cab and body shall also be provided. Auxiliary outriggers shall be A-frame.

Hydraulic extension cylinders shall be equipped with holding valves to prevent retraction, in the event of hydraulic system failure.

Electric/Hydraulic outrigger controls shall be provided to signal lowering of outriggers. A red dash mounted light shall be provided to indicate outriggers down. A manual two-speed throttle located at the rear of the vehicle shall be provided. Outrigger controls to be located on sides of tail shelf.

Controls – Controls are to be turret mounted, including an ergonomic tilting riding seat and foot throttle. Electro-hydraulic twin joystick controls shall allow for full metering for smooth precise response. On/off switch for tool circuit installed at operators seat. Clear opening in front of operator for full frontal view and safe and easy access to seat.

Provisions shall be made to light the area of the controls for night use.

The controls shall provide the following minimum functions and shall be labeled as follows:

Main Boom	-	raise/lower
Derrick Rotation	-	left/right
Second Stage	-	extend/retract

Third Stage	-	extend/retract
Pole Guide	-	forward/back
Pole Grab	-	open/close
Winch	-	raise/lower
Digger	-	dig/clean
		speed – high/low
		auger – stow/release
		shake

Hydraulic Pressure Gauges (liquid filled)

Tool Circuit on/off control (at upper controls and at rear of truck), must be able to operate winch and tool circuit at same time

Remote Engine Ignition	-	On/Off/Start (key controlled)
------------------------	---	-------------------------------

Controls shall have suitable provisions to prevent accidental operator operation.

A weather resistant metal cover shall be provided over the control console. The cover shall be hinged to the front of the console and when open shall not obscure operator's field of view.

A waterproof canvas seat cover shall be provided.

Turrent Mounted Winch – A 15,000 lb. (bare drum pull) boot tip winch shall be provided and mounted at rear of boom. The winch shall be provided with 115' of Synthetic rope, 1.13 inch diameter, rated at 15,000 LB with a minimum breaking strength of 75,000 LB.

Hydraulic Pole Guide – A flared, tilting pole guide with opening and closing pole grabs with double holding valves shall be provided. Pole guides shall be transferable to the third stage.

Pole grabs shall be extra long, each approximately 21" straight line from pivot point to tip and approximately 2' 8" radially from pivot point to tip. Fully open, grabs should have an approximate 36" spread.

Hydraulic Digger – A two speed, 8,000 ft. – lb. torque, hydraulic digger shall be provided. Additionally, an 18" auger with a 2 1/2" hex shaft complete with Pengo head (dirt) (1.5" hole) shall be provided. Include a rock tip and rock teeth for auger shipped loose. Auger storage provisions shall be furnished and shall consist of a self-latching auger storage



bracket, a hydraulic storage release, and a digger transfer protection mechanism with automatic auger pickup.

Maximum digging radius shall be not less than 24'.

Hydraulic Tool Circuits – Hydraulic tool outlets shall be provided at the rear of the vehicle apron for pole puller and tamp operations; outlets shall be provided with dripless fittings Holmbury C80240 and C80241. Fittings should be able to be coupled and uncoupled without shutting truck engine off. Tool circuits shall be activated by a control console switch, or remote switch accessible to outlets. Flow shall be 6-8 gpm @ 1800 –2000 psi with maximum back pressure of 150 psi. Auxiliary throttle control at rear near outrigger controls. Unit shall be capable of operating winch while tool circuit is in use.

Derrick Protection System – All structural components shall be designed to provide a minimum three-to-one yield safety factor. Additionally, the following protection systems shall be provided:

Side load protection -	Digger and Winch
Boom Stow protection	
Overload protection	
Auger Stow protection	

Overload protection shall allow functions necessary for recovery to operate while shutting off the following functions when an overload condition is present:

- Winch up
- Digger dig
- Second stage extension
- Third stage extension
- Boom down

Protection system on pole guides - to keep third stage from extending when pole claws are not stored.

Pivot Points – All pivot points shall be constructed of hardened steel and shall be provided with grease fittings for lubrication.

Service Manuals – Two (2) complete sets of the following manuals shall be furnished:

Derrick Operation

Repair

Service

Overhaul

Parts

### **Line Service Body**

Furnish and install a heavy-duty line construction body approximately 156" long, 94" wide, and 51" high with 18" deep compartments for rear mounted derrick. Body shall be installed on a 149" CA cab-chassis. Body will be equipped as follows:

Basic Body Design – The entire body shall be constructed of 16 gauge (minimum) galvaneal steel. Body doors shall be double paneled and constructed of 20 gauge (minimum) galvaneal steel. 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 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 door flanges shall be formed in this way and not welded to the body structure. The forward portion of all door openings shall have water guards to keep out rainwater while truck is moving forward. The hinge rods shall be of stainless steel with galvaneal continuous hinge. All horizontal doors are to open up beyond horizontal to approximately 120 degrees, and have built in water troughs to insure the carrying off of rain or wash water which might get past the drip moldings. All doors shall be provided with flush-type door handles, slam action, spring loaded, automotive type, double catches, and cylinder locks riveted in place for easy installation. All locks shall be keyed alike. Exterior paneling of all doors shall be free of excessive waves or welding marks in the metal. Wheel housings are to be equipped with rubber fenderettes. Must have sliding rod gang lock on each side.

Streetside – Three (3) vertical compartments with standard adjustable shelving and dividers.

First vertical is to be 60" x 30" x 18" with 5 adjustable shelves each with 6 dividers. Provide with fifteen (15) Storage Containers, 4.5"W x 6"H. To be installed as three (3) rows of five (5) containers centered on the back wall as high as possible. Boxes are to be square and even when mounted. Provide "The Grabber" (690590102) to be located centered towards the top of the door. All adjustable items to be mounted on B-line channel.

Second vertical is to be 51" x 30" x 18" with 4 adjustable shelves each with 6 dividers. Provide with ten (10) Storage Containers, 4.5"W x 6"H. To be installed as two (2) rows of five (5) containers centered on the back wall as high as possible under the hot stick shelf. Boxes are to be square and even when mounted. Hot stick shelf shall be approximately 8" deep, extend through 2<sup>nd</sup> vertical with stop at 100". Hot stick Shelf shall be lined with a thin layer of High Density Polyethylene (HDPE). All adjustable items to be mounted on B-line channel.

Third vertical is to be 51" x 30" x 18" with 3 adjustable shelves each with 6 dividers. One (1) Adjustable shelf with no dividers to have 1/2" lip on the front. To be installed above the traditional adjustable shelves. Provide with five (5) Storage Containers, 4.5"W x 6"H. to be installed centered on the back wall as high as possible under the hot stick shelf. Boxes are to be square and even when mounted. Line hose shelf should extend through third vertical with stop at 76". Custom Inverter Tripp Lite 1250W Power Inverter - to be installed in the lower left corner of the 3rd vertical, Street side. Inverter shall be a PV1250FC with a APSRM4 remote control module. To be wired ignition hot.

Horizontal is to be 24" x 70" x 18" with 8" deep hot stick shelf, lined with thin High Density Polyethylene (HDPE). Shall have one (1) adjustable shelf with removable dividers on 8" centers. Shelf shall be mounted on B-line channel. Doors shall open up to fullest height with gas strut supports. (open beyond horizontal to approximately 120 degrees). Include four (4) spare shocks shipped loose. Provide with eighteen (18) Storage Containers, 2-1/2"W x 2-1/2"H. To be installed starting at 6" off the far right wall of the compartment on the back wall as high as possible under the hot stick shelf. Boxes are to be square and even when mounted. Provide three (3) Hooks, 1/4" dia. x 4"L x 1" turn up. To be located 4" below the storage containers. The first hook to be located 6-1/2" from the far left wall and the second hook to be 23-1/2" off the far left wall. The third hook shall be 41-1/2" from the far left wall.

Compartment is to be ventilated and shall have a door at rear to access hot stick storage. Door is to open with outrigger in the stowed position.

Fully enclosed ladder box 180"L x 9"H x 21"W with hold down straps over the left side shall be provided. Install 12" walkway above ladder storage area.

Curbside – Two (2) vertical compartments, second vertical access; both with rope hooks and bars; one (1) horizontal compartment over rear wheel with standard adjustable shelving and dividers.

First vertical approximately 60" x 30" x 18" with two (2) 3/4" tool bars as shown (see drawing) and six (6) 3" x 4" J-Hooks (three (3) per side evenly spaced), mounted 16" from bottom of compartment to bottom of hook. Add six (6) additional fixed J-hooks to the rear wall. Bottom

three (3) are to be 24" to the bottom of the neck and the top three (3) hooks are to be 44" to the bottom of the neck.

Second vertical cargo access with storage provided under second from top step with lid.

Have 3" lip that can fold flat down in step area and latches in the up position at side entry in cargo area to prevent cargo from rolling down steps.

Grab handles and step shall be provided to facilitate entry to body cargo area; step surfaces shall be covered with no-slip grip strut.

Third vertical approximately 50.5" X 35" X 18" with three (3) adjustable shelves mounted on B-line channel. Add six (6) adjustable hooks on B-line channel in the 1-4-1 pattern.

Horizontal – Approximately 71" X 21.5" X 18" with adjustable shelf on B-line channel and one (1) fixed shelf with dividers on bottom of compartment. Doors shall open up to fullest height with gas strut supports. (open beyond horizontal to approximately 120 degrees). Install 7" long rods with rolled tip along back wall with 4" spacing between rods and mounted 5.5" from top of compartment. Install as many as will fit along the entire length of the compartment. Provide with ten (10) storage containers, 4.5"W x 6"H. To be installed centered on the back wall as high as possible. Boxes are to be square and even when mounted.

Skid-proof surfaces shall be installed over both left and right side compartments.

Rear – 24" nominal apron shall be provided at rear. A single compartment through shall be provided, with drop down type doors at each end. Under body storage tunnel shall be provided, with 2 small tunnels approximately 6" x 6" and one large tunnel approximately 12" x 6". Small tunnels shall be blocked, one at 8' 1", the other at 12' 1". Large tunnel is to be blocked at 10', door for tunnels will fold down. Under the tunnel section, provide a shelf type storage approximately 33" X 10" X 39" which will be between frame rails and from tunnel section to frame cross member.

Fold down type step, one on street side shall be provided. Step surface shall be of skid proof material.

A grounding reel (Hastings #21362) suitably bonded to the body and cab-chassis shall be provided and mounted on the right side of the apron shelf. Connections and clamp will be provided by Greenville Utilities.

Hydraulic Hose Reel: Hanney retractable hose reel, plumbed with 40', 3/8" non-conductive pressure and return line.

Cargo Area –Five (5) long tool shelves, approximately 5' long, shall be provided on right side extending from rear of derrick turret assembly forward into cargo area 15" from rear of body. These shelves shall measure from top to bottom 6.5", 9", 3.5", 4" and 5" with the top two having a 3/4" lip stop. Two (2) cargo tie down hooks mounted on the top inside edge of the street side compartments, one to the forward most corner and one 18" back. Each hook shall be capable of securing 1500 lbs. Below these tie downs shall be a 12" step that folds flat against the compartment and installed to the forward most of the body. A small hand rail will be installed on the rear facing portion of the canopy.

Uni-Strut (B-Line Style) interior cargo wall street side mounted as high as possible approx. 68" long with six (6) hooks. Mounted on side of the ladder rack.

Clearance between bottom of derrick control console, or any rotating parts, and cargo deck surface shall not be less than 39". Console shall adequately clear all body compartments and accessories, including ladder rack with ladder in place.

Guy Wire Reel, RoboReel, Aircraft Dynamics, holds coil diameter 22-31 Inch with coil width up to 4.75 Inch to be located centered rear of tail shelf, pushed back towards the pedestal, payout to the rear.

Custom Wire Rack/Reel Wire Reel Holder to be located under the tail shelf. Locate one (1) on the CS to hold a 14" dia. reel and shall be 11"W x 20"L. Shall payout to the rear. Wire Reel Holder to be located under the SS tail shelf. shall hold a 12" dia. reel, bar to be 18"L with a 1" dia. rod. Payout to the SS.

PVC Canister Kit, 6" Diameter Pipe, 41" L, With Aluminum Cap, Door And Mounting U-Bolts Rear CS cargo wall. Located towards the top, angled downward. Provide with no doors.

Custom Length PVC Canister Kit, 4" DIA Pipe, With Aluminum Cap, Door And Mounting U-Bolts 33"L, to be located below the 6" PVC tube, angled down. Provide with no doors.

A canopy shall be provided over the front of cargo area. Canopy shall extend across front vertical compartments, approximately 93" wide and 30" deep and shall have an overall height of 4' 8" measured from cargo deck surface to top of canopy. Canopy shall be provided with eight (8) 6" material hooks, slide type mounted on 1" pipe 20" from front of canopy. Install fixed hook material bar on front wall of canopy with eight (8) heavy duty hooks evenly spaced and 5" from the top. Hooks shall be 7" long rod type with 1" 90 degree bend in tip.

Punched Metal Open Top Bin Shall be the width of the cargo area x 12"W x 18"H. To be located below the canopy against the bulkhead.

The area under the canopy directly over the first verticals on both street side and curbside shall be an enclosed water tight compartment with doors that open to the street side, curbside box

shall open greater than 190 degrees toward street side. The same Adhesive LED Strip lighting as all other compartments shall be used. SS box to have divider that runs from the rear of the body compartments to the top of the canopy. SS side to remain open.

Access steps and grab handles shall be provided to facilitate entry to derrick control console. Access steps shall be of no-slip grip strut.

Diamond safety tread steel floor, 1/8"

Two (2) two inch receivers shall be welded on the rear frame rails, one each facing street and curb sides.

### **Additional Features and Equipment** (to be provided)

Lights in cargo area and all body compartments with master switch in cab, ignition key controlled. All compartments shall have Adhesive LED Strip Lighting around compartments. Mount four (4) recessed LED lights on street side, one (1) full forward, one (1) full rearward, and one (1) centered, and one (1) full forward on curbside.

Mount (7) LED "area" lighting under truck to illuminate the walking perimeter around the truck, two in front on either side of winch, four on each side of body and one in the rear.

Mount six (6) 360° swiveling folding recessed tie downs in floor of forward cargo area. Mount two (2) in the front corners, two (2) just in front of pedestal on either side, and two (2) midway between on either side.

Two (2) rubber wheel chocks with handles and provisions for storage on left side over rear wheels.

First Aid Kit, 10 Person To be located on the far right wall of the SS Horizontal compartment.

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

Light plug at rear of vehicle chassis (small six round pin)

Electronic trailer brake controller mounted below left cup holder in cab.

DOT FMVSS 108 light package, all body lights must be LED

Cup Dispenser, to be located on the CS front of the body.

Ground Rod Driver Holder, to be located on the CS side of the Long Tool Shelves, in line with rear outrigger. Bracket is a 4" dia. pipe, 14-1/2"H.

Anchor Auger Holder, to be located on the SS of the tail shelf so that augers can lay between the body and pedestal. Two (2) uprights that are 18"H made of 2" square tubing. These shall be mounted 16" apart. Off to the SS upright, provide two (2) 1-1/2" flat bar pieces to be used to create a strand vice holder. These shall be 13"L with a 3" upright.

Tool Holder (Altec Supply 813000204 or equivalent) to be located on the SS bottom of the long tool storage rack.

Four (4) outrigger pad, Sauber #1818, with provisions for storage under body, storage shall have retaining lips and no latches.

Undercoat body

Mud flaps at rear of body

Must have two (2) top mounted strobe/beacon/LED type lights visible 360 degrees per NCDOT (MUTCD section 6C.04, 6F.81, 6F.83) with alternating flash pattern.

Six (6) corner strobes/LED's mounted two (2) on front grille and four (2) on rear close to corners, and (2) oval lights on body sides must be programmable flash pattern type. Two (2) fronts and two (2) sides shall be clear and two (2) rears shall be amber. Front and rear strobes are to be on their own switch. Side strobes to be on their own switch.

Mount (1) 6" LED manual spot light at operators seat on lower portion of derrick and (1) 6" LED manual spotlight under canopy on SS. Must be able to swivel.

Two sets of recessed tail lights shall be provided (LED); one set in body side compartments and one set in tread plate apron. ICC light package shall also include metal guarded clearance lights.

Traffic cone rack, fabricated and installed per Fleet Manager, William Moseley. (i.e. post on front street side outrigger preferred based on chassis and body)

Water cooler rack shall be installed over curbside front outrigger.

Mount a 14-2 three wire 100' extension cord with retractable reel on curbside bucket rest above water cooler rack allowing room to reach cord above water cooler.

Mount 50' of 3/8" Flexilla air hose on retractable reel on street side boom rest plumbed to air tank.

Mount two rods to hold washers. Rods shall be 1/2" diameter, 10" tall, and centered under curbside hand rail on tail board. Rods shall be 3" from curbside edge and 8 1/2" apart.

Mount a 1" diameter 8" tall rod centered between grounding reel and leading edge of tail board and 9" from curbside edge.

Mount (2) 5" heavy duty hook on the front side of the digger derrick base 36" up from floor.

All switches and lights mounted in overhead console shall be mounted to the left and leave an 8" opening for a two way radio to the right.

Engine start/stop capability at rear of truck located on tail board.

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

### **Cab-Chassis**

Hydraulic digger-derrick, line construction body, and all other equipment supplied shall be installed on a new and latest model cab-chassis with the following specifications and features:

International 7400 or Approved Equivalent

149" CA (nominal)

38,000 lb. GVWR minimum, or increase due to weight study

16,000 lb. front axle

23,000 lb. rear axle

16,000 lb. front springs

22,000 lb. rear springs

Auxiliary multi-leaf rear springs (2,000 lb.)

23.4 frame section modulus; "L" reinforced frame

Diesel Engine; Cummins L9 330 Horsepower Engine Rating

Allison 3500 RDS Automatic Transmission. / Programmed To Performance Specifications

Locking differential; single speed (70 mph), controlled by dash switch

Vertical Exhaust

Two (2) 385/65R, 22.5

Air dryer to be Bendix AD-IS model.



Four (4) 11.00 x R22.5, 16-ply rear tires (mud and snow tread)

Six (6) 22.5 x 8.25 Budd wheels

Air brakes with emergency lock.

Air Horn Under Cab

Heavy-duty cooling

Heavy-duty alternator (105 amp minimum)

Dual heavy-duty battery (950 CCA minimum)

Power steering

West coast style mirrors with convex mirror on each side. Mirrors must be heated.

Cab heater

Factory air-conditioning

Install a color back up camera / w (7) inch monitor with rear hitch in camera site.(Check with GUC for monitor placement.)

Two-speed wiper with intermittent wipe

AM/FM radio

Tilt Steering Column

Air-Ride Bucket Seat driver side and air ride bucket seat passenger side.

Daytime running lights

Minimum 50 gallon step tank; no-slip strut on tank steps

Four (4) tow hooks; two (2) mounted to front bumper and two (2) mounted to rear of vehicle chassis

Fender mounted turn signal

Grab handles to assist cab entry (left and right)

Electronic backup camera and alarm system.

Two (2) mounted spotlights with remote control (wireless)

Four (4) corner strobes/LED's mounted two (2) on front and two (2) on rear close to corners  
Lights must have programmable flash pattern. (also noted in body section)

ICC light package

Laptop stand from Mobile Desk (Console-X) to be provided in the cab. Wire to the bottom of the console and provide with its own fuse.

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

**Extend vehicle exhaust to left side of body; vertical above cab**

### **Front Winch**

Braden PD18 front winch.

Front mounted hydraulically driven

Winch control lever shall be mounted to the left of driver's seat @ the left rear corner.

Must have switch to turn control lever on and off to prevent accidental operation.

20,000 lb. capacity

Extend shaft, right side

Extend bumper with street side top opening storage box, largest available.

Plumb hydraulics, control valve in cab

Install flag holder

4-way roller

Wide mouth quick hook

300' of 7/8" dia. Amsteel Blue Rope

Winch guard, upper and lower

Collapsible reel "CR"

"CR" storage

Winch shall have the ability to operate with the truck in 1<sup>st</sup> gear and reverse.

### **Paint**

Aerial device line construction body and all other equipment, as appropriate, shall be painted white and must be **OEM quality finish**.

Heavy Duty Cargo Coating, Gator Hyde, Cargo Area Floor and Tail shelf To include the following areas: Cargo Floor, Bulkhead and back wall of the canopy, Pedestal to the bottom of the socket weld, and Cargo walls.

### **Warranty**

Four (4) year warranty on travel, parts, expenses and labor, on entire unit shall be provided. **All warranty service for cab and chassis to be no further than 50 miles from Greenville Utilities, 801 Mumford Rd, Greenville, North Carolina, and body and Aerial will be no further than 150 miles from same. Chassis vendor must supply engine and chassis software support for said warranty period. Vendor must have a field service truck available for work to be performed at Greenville Utilities when feasible.** All other standard manufacturer's warranties shall apply. List optional extended warranties available for unit.

### **Additional Instructions to Bidders**

All bidders must have unit being bid available for demonstration prior to award of bid.

Successful bidder shall be required to furnish Greenville Utilities with a written guaranteed delivery date upon receipt of order.

Greenville Utilities shall reserve the right to make an inspection of unit before it goes into final painting and a pre-delivery final inspection. Supplier shall contact William Moseley, Fleet Manager, (252) 551-1515 at least ten (10) working days prior to unit being scheduled for final

painting in order for arrangements to be made. All cost for travel and lodging must be included in bid. **Unit shall not be delivered until final inspection and authorization by the Fleet Manager.**

Drawing and specification review shall be done prior to beginning final assembly. Meeting shall be scheduled with Greenville Utilities.

Travel cost to and from the factory for pre-paint and pre-delivery inspections must be provided for the Fleet Manager.

Completed unit shall be delivered and placed in-service at the Greenville Utilities Operation Center, 801 Mumford Rd., Greenville, North Carolina.

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

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

If any questions arise to a specific location to mount equipment or options and prior authorization from the fleet manager was not obtained, no charges will be incurred for relocating such equipment and /or options. With this said, coping prior builds does not constitute approved locations.

**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	DELIVERY TIME	UNIT PRICE
1	1	<b>One (1) Line Truck with Hydraulic Digger-Derrick Mounted with Utility Line Body.</b>  —  Brand: _____  Model: _____		\$

**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).

It is certified that this proposal is made in good faith and without collusion or connection with any other person bidding on the same above listed items. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$   n/a   or bid bond for \$   n/a   attached.

Firm Name \_\_\_\_\_ Phone (\_\_\_\_ ) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

Authorized Official	_____ Typed Name	Title	_____
---------------------	---------------------	-------	-------

_____ Signature	Date	_____
--------------------	------	-------

**Three (3) copies of your proposal should be received no later than  
September 19, 2018 at 2:00 PM (EDST).**

**NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM(S)**

**(RETURN ONLY THIS FORM, COST FORM, EXCEPTION FORM, E-VERIFY FORM)**

**GREENVILLE UTILITIES COMMISSION**

**EXCEPTION/VARIATION FORM**

**FOR ONE (1) LINE TRUCK WITH HYDRAULIC DIGGER-DERRICK MOUNTED WITH**

**UTILITY BODY**

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

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

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

Authorized Signature of Certification: \_\_\_\_\_

Print Name: \_\_\_\_\_

Firm Represented: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**E-VERIFY LETTER OF COMPLIANCE**

1. I have submitted a proposal for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
  
3. \_\_\_\_ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. \_\_\_\_ I employ less than fifteen (15) employees in the State of North Carolina.
  
5. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
  
6. \_\_\_\_ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
  
0. \_\_\_\_ Employ less than fifteen (15) employees in the State of North Carolina.

Specify subcontractor: \_\_\_\_\_

\_\_\_\_\_ (Company Name)

By: \_\_\_\_\_ (Typed Name)

\_\_\_\_\_ (Authorized Signatory)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)



### **SECTION III**

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

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

#### **1.0 TAXES**

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

#### **2.0 INVOICES**

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

#### **3.0 PAYMENT TERMS**

Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, supplies or services 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 Coordinator.

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 Coordinator, 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 Coordinator.

#### **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 Procurement Coordinator, 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 and General Statutes and Laws of the State of North Carolina.

## **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 Coordinator. 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 Coordinator.**

## **26.0 SITUS**

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

## **27.0 TERMINATION OF AGREEMENT**

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

## **28.0 DELIVERY**

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

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

## **29.0 INDEMNITY PROVISION**

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

## **30.0 FORCE MAJEURE**

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

## **31.0 WARRANTY(IES)**

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

## **32.0 INTEGRATED CONTRACT**

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

## **33.0 CONTRACT PROVISIONS**

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

## **34.0 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, CLGPO  
Procurement Coordinator  
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)

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: General Counsel

Date: \_\_\_\_\_