

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 August 14, 2019 and immediately thereafter publicly opened and read for the furnishing of 1,000 kW/2,000 kWh Peak Shaving Battery Energy Storage System (BESS) Pilot Project.

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, EQUIPMENT AND BUILD

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 August 14, 2019, 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 **Thursday, July 25, 2019** 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. Do not return the Advertisement for Bids or Instructions to Bidders.**

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, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27834.

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 BID SECURITY

Each Proposal shall be accompanied by cash, cashier's check, or certified check drawn on a bank insured with the Federal Deposit Insurance Corporation or the Savings Association Insurance Fund, payable to the Owner, in an amount not less than five percent (5%) of the total

bid as a guarantee that a Purchase Order, if awarded, will be accepted. In lieu thereof, a Bid Bond may be submitted by the Bidder in an amount not less than five percent (5%) of the total bid.

6.0 PERFORMANCE AND PAYMENT BONDS

6.1 The Successful Bidder shall be required to furnish separate Performance and Payment Bonds executed on the forms bound herein in amounts at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and as security for the payment of all persons performing labor and furnishing materials and equipment in connection with this Contract.

6.2 Performance and Payment Bonds shall be with a Surety company authorized and licensed to do business in the State of North Carolina and shall be for the full Contract sum.

7.0 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.

8.0 FEDERAL EXCISE TAX

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

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 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.

14.0 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.

15.0 DELIVERY TIME

Delivery time is to be stated and will be considered in the evaluation of bids. Failure by the successful bidder to meet quoted delivery shall be interpreted as non-compliance with these specifications and may be deemed sufficient cause for removal of the manufacturer and/or distributor from our lists as acceptable manufacturers or bidders.

16.0 DELIVERY

Shipments will be made only upon individual releases from a blanket 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.

17.0 CONTRACT PERIOD **TBD**

18.0 MANUFACTURER

Bidder is to specify the manufacturer of items being quoted if applicable.

19.0 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.

20.0 CONTACT INFORMATION

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

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.

1.0 Project Description

The purpose of this document is to detail the technical specifications and requirements for a 1,000 kW/2,000 kWh peak shaving Battery Energy Storage System (BESS) Pilot Project. The BESS shall be a complete turnkey design-build project. The successful vendor shall be responsible for all design, engineering, permitting, material, equipment, labor, installation, testing & commissioning required for the satisfactory operation of the proposed system. The initial project design shall incorporate means for future expansion(s) of the BESS.

The BESS shall be located at the existing GUC distribution substation: “MacGregor Downs”; located at the property of GUC, Pitt County Tax Parcel 062067, 3280 MacGregor Downs Rd, Greenville, North Carolina, (See Appendix A). The BESS shall be interconnected to GUC 12.47 kV/ 60 Hz distribution system by means of a utility provided pad-mount 2,000 kVA (277/480) step-up transformer (subject to change based on BESS design). The BESS shall be capable of operating by remote dispatch and integrate with GUC’s existing SCADA network via fiber optic cable installed (by GUC) from the BESS to GUC’s substation control house.

2.0 Scope of Work

The successful vendor shall be responsible for the following project elements in order to adhere to the technical specifications and requirements and ensure successful completion of a turnkey design-build peak shaving BESS. It is the intent of these technical specifications that the peak shaving BESS shall be complete and fully operable. Any details, equipment, components, software, labor, services etc. not explicitly mentioned in these specifications but required for satisfactory operation shall be the responsibility of the vendor.

- a) Design, fabricate, procure, delivery, assemble, test & commission, warrant and make ready for service a fully functional turnkey battery energy storage system that meets or exceeds all requirements outlined in the technical specifications and requirements herein up to the utility provided BESS step-up transformer secondary connections and GUC SCADA interface.
- b) Provide all required equipment, materials, labor, and tools required to install, test & commission the BESS.
- c) Design, install, and make ready for use all electrical connections from the BESS to the secondary connections of the utility provided step-up transformer. GUC is responsible for the extension of GUC’s electric distribution system up to and including the step-up transformer.
- d) Design, install, program and make ready for use all communications equipment/software, within the BESS, necessary for integration of the BESS to GUC’s existing SCADA network, via Modbus TCP Protocol, located at the substation. GUC is responsible for extension of GUC’s fiber optic network to the BESS communications rack.

- e) Design, install, program and make ready for use a BESS control system/battery management system capable of integrating with GUC's SCADA, remote dispatch/operation, and performing any/all functions required for the operation of a BESS.
- f) Provide onsite training to GUC staff required for the normal operation/maintenance of the BESS.
- g) Supply any special equipment and tools required for the operation and routine maintenance of the BESS.
- h) Provide an initial inventory of spare parts.
- i) Provide at a minimum a (5) five year warranty for all BESS components.
- j) Provide all BESS drawings, documentation, manuals etc. as outlined in the technical specifications and requirements.

3.0 General Conditions

- a) All materials and equipment shall be new.
- b) It is the intent of these Technical Specifications that the peak shaving BESS shall be complete and fully operable. Details not mentioned in the Specifications but required for satisfactory operation shall be furnished and installed by the Vendor.
- c) It is the intent of these Drawings and Specifications that all electrical, mechanical, or other interconnections among separate parts of the peak shaving BESS be furnished and installed by the Vendor, except where clearly stated that a specific responsibility lies with others.
- d) All construction shall be performed in a workmanlike manner and shall conform to the Drawings and Specifications. All material, components, equipment, labor shall conform, where applicable, to the latest applicable editions of the Underwriters Laboratory (UL), National Electrical Code (NEC), North Carolina Building Code, National Electric Safety Code (NESC), National Fire Protection Association Codes (NFPA), Institute of Electrical and Electronics Engineers (IEEE), and Occupational Safety and Health Administration (OSHA).
- e) The Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if both called for and shown. The intention of the Drawings and Specifications is to include all labor, materials, transportation, equipment, and any other items necessary to do a complete job.
- f) Where the Vendor fails to make efficient use of materials which may be furnished by the Owner and where said failure results in waste or unnecessary use of materials, the Vendor will be liable to replace such waste and to furnish such additional materials as may be required due to unnecessary use.
- g) In such cases where the nature of the work requires clarification by the Commission, such clarifications shall be furnished by the Commission with reasonable promptness by means of written instructions or Detail Drawings or both. Clarifications and Drawings shall be consistent with the intent of Contract Documents and shall become a part thereof.
- h) Vendor shall be responsible for laying out work. The Vendor shall, immediately upon entering project site for purpose of beginning work, locate all general

reference points and take such action as is necessary to prevent their destruction, lay out his own work, and be responsible for any error resulting from his failure to exercise such precaution.

- i) The Vendor shall provide such temporary structures as required for proper storage of materials and equipment.
- j) Any work, materials, or other parts of the work that have been condemned or declared not in accordance with the Contract by the Commission shall be removed from the work site by the Vendor and shall be immediately replaced by new work in accordance with the Contract at no additional cost to the Commission.
- k) Work or property of others or the Vendor which is damaged, destroyed, lost, or stolen by virtue of faulty work or negligence by the Vendor shall be made good at the expense of the Vendor. Correction of condemned work described above shall be commenced within twenty-four (24) hours after receipt of notice from the Commission and shall be pursued to completion.
- l) The Vendor shall be responsible for obtaining and paying for all permits, licenses, certificates, inspections, etc., required for the peak shaving BESS, both permanent and temporary. Permits required by the North Carolina Utilities Commission or environmental regulatory agencies are excluded from this requirement.

4.0 Insurance

- a) The Vendor shall maintain in full force and effect, the following types of insurance with the coverage's indicated:
 - 1) Workman's Compensation Insurance in the statutory amount.
 - 2) Comprehensive General Liability Insurance of not less than \$1,000,000 each occurrence and 3,000,000 aggregate, including Comprehensive Broad Form Endorsement with Contractual Liability Coverage.
 - 3) Automobile Liability Insurance of not less than \$250,000 per person, \$500,000 per occurrence bodily injury and \$100,000 property damage.
- b) The Vendor shall furnish a notarized certification of the appropriate insurance and said certification shall contain the following express language: "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and that these policies are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days written notice will be provided to the Commission."

5.0 Warranty/After-sale Product Support

- a) Equipment furnished under these Specifications shall be guaranteed against defective parts and workmanship under terms of the manufacturer's and vendors standard warranties. In no event shall the warranty be for a period of less than five (5) years from date of initial startup of the system; and it shall include 100 percent of the cost of parts, labor, and travel time for necessary repairs at the job site.
- b) All repair work shall be completed as promptly as possible under the circumstances prevailing at the site. Response time to an emergency-breakdown call and receipt of spare parts shall be within 24 hours or less.

- c) The five (5) year warranty described above shall apply to all equipment provided.

6.0 Delivery of Equipment/Shipping

- a) The prices quoted shall include delivery, unloading, temporary storage (if required) and installation of the equipment at the property of GUC, Pitt County Parcel #062067, 3280 MacGregor Downs Rd, Greenville, North Carolina. The Vendor shall be responsible for securing all permits required for transporting the equipment.
- b) The Vendor shall have a representative on site to receive equipment and material deliveries. The Commission or its personnel will not be responsible for receiving any deliveries. Prior to delivery, Vendor shall give 48 hour's notice to: Kyle Brown, Greenville Utilities Commission, 801 Mumford Road, Greenville, phone: (252) 551-1484.
- c) Vendor shall state in the Proposal the method by which all equipment will be shipped.
- d) The method of packing and loading shall be such as to protect all parts from dampness, corrosion, breakage, or vibration damage that might reasonably be encountered in transportation and handling.
- e) The Vendor shall provide such temporary structures as required for proper storage of materials and equipment.

7.0 Environmental Design Conditions

- a) The BESS shall be capable of normal operation within the following design conditions:
 - 1) Design Temperature Range: min -30 F, max 110 F
 - 2) Peak Wind Gust: 110 mph
 - 3) Seismic Zone: Latest USGS Seismic Zone for the region

8.0 Site Work

- a) Vendor shall be responsible for all site work associated with the BESS Project.
- b) Vendor shall be responsible for the temporary removal, storage, and replacement of substation rock/gravel.
- c) Vendor shall be responsible for the removal and disposal of any vegetative waste/debris from site.
- d) Commission shall make available appropriate staff during excavation to ensure integrity of Commission's substation ground grid.
- e) Prior to project completion site shall be free of debris, ruts, waste and restored to previous condition.

9.0 Foundation Arrangements

- a) Vendor is responsible for design and construction of steel reinforced concrete foundations for the BESS, inverter, auxiliary transformer (as required) and utility

transformers that conforms to the site plan. The footprint detail drawing for the 2,000 kVA (277/480) utility transformers is provided in Appendix D (subject to change based on BESS design).

- b) As part of the Preliminary Drawings, the Vendor shall submit to the Engineer structural foundation designs complete with steel reinforcing. The drawings must be sealed by a Professional Engineer.
- c) Concrete shall have a compressive strength as indicated by the Vendor's foundation design (minimum compressive strength of 4000 psi after 28 days).
- d) All concrete foundations shall extend a minimum of 6" above final grade (i.e. site rocking).
- e) Air entrained concrete shall be used in all applications where concrete will be exposed to moisture and cycles of freezing and thawing. The air content shall be between four percent and six percent (4% and 6%). Air content shall be shown on each truck ticket from the batch plant.
- f) Conduits to be used by Owner shall be extended one (1) foot beyond the foundation. Vendor is responsible for these one-foot extensions and for arranging conduit stub outs to match requirements of Owner-installed duct bank.

10.0 Conduit System

A complete conduit system with associated couplings, connectors and fittings shall be provided for equipment interconnection. Rigid and IMC conduit shall be hot dipped, galvanized, or electro galvanized steel by Allied, General Electric, Republic, Triangle or Wheatland. Conduit, connectors, couplings and fittings shall be UL listed and labeled. PVC conduit shall be Schedule 40, 90 degrees C rated. Associated couplings, connectors and fittings shall be steel as manufactured by Raco or equivalent.

- a) Intermediate metal conduit (IMC) shall be used for any above ground feeders.
- b) Rigid steel conduit shall be used for feeders that are subject to be exposed to severe mechanical damage and/or elbows emerging for underground feeders.
- c) Polyvinyl chloride (PVC) shall be used for underground feeders but rigid steel elbows shall be used for all 90 degree bends.
- d) Liquid tight, flexible metal conduit shall be provided for termination at enclosures or skids which are subject to motion and vibration. Conduit shall be electrically continuous. Length shall not exceed 6 feet.
- e) Conduits which enter from outside a structure or building shall be grouted to prevent entry of gases, vapors, insects or rodents.
- f) Conduits shall be mechanically and electrically continuous from cabinet to cabinet pull or junction boxes. A copper ground wire shall be installed as a jumper around flexible conduit. The jumper may be installed inside of flexible conduit or outside of conduit to assure continuity of ground.
- g) One spare two (2) inch conduit shall be installed between the BESS enclosure and a fiber optic handhole to be installed by GUC adjacent to the utility provided pad-mounted transformer to provide a communication path between GUC's SCADA system and the BESS. The conduit shall have no other control or power wiring installed in it.

11.0 Outdoor Enclosure

- a) The outdoor rated enclosure shall house the battery system, battery management system, and all other auxiliary equipment (not rated for outdoor exposure) required for a complete self-contained BESS. The weatherproof enclosure shall be complete in every detail and require no additional in-field modifications or assembly except where specifically allowed by these Specifications. The Vendor shall furnish all materials for the equipment enclosure and detailed instructions for assembly.
- b) The enclosure shall be a new Intermodal Container (ISO Container) or other approved structure suitable for the intended application.
- c) The enclosure shall be securely attached to the foundation. Provide lifting eyes on the exterior of the assembly. Provide NEC required clearances around all electrical equipment.
- d) All doors on the enclosure shall be strategically located in areas as to allow ease of maintenance on the BESS and allow good access to and visibility of instruments, controls, gauges, etc. Each door shall be fitted with flush-mounted, adjustable, key-lock latches and with panic (emergency) bar hardware.
- e) Upon final assembly the enclosure shall prevent reasonable ingress water and rodents/insects.
- f) All seams shall be caulked, and a final finish of industrial enamel applied at a 2-3 mil thickness.
- g) Bolts, nuts, and washers shall be hot dip galvanized or stainless steel. Watertight neoprene flat washers shall be used on all roof bolts.
- h) The enclosure shall be painted ASA #61 Gray. This finish shall be suitable for outdoor applications.
- i) The enclosure shall provide an internal sound abatement that shall limit the total sound pressure level at 25 feet from the enclosure to 75 dBA on a free-field basis while the BESS is operating at full load condition.
- j) The enclosure and/or BESS shall mitigate against electrolyte spills that are credible for the applicable cells used. The design shall include features that contain electrolyte spills and prevent discharge to surrounding site soils.
- k) The BESS shall include eyewash stations in the battery system area as applicable.
- l) The BESS shall include a fire protection system that conforms to national and local codes and/or industry accepted best practices.

12.0 Electrical Connections, Grounding System, & System Protection

- a) Vendor shall be responsible for the design and installation of all electrical connections, grounding systems, and system protection for the BESS.
- b) Vendor shall be responsible for all power circuitry downstream of the secondary side of the utility provided 2,000 kVA, (277/480) transformer (subject to changed based on BESS design).
- c) Vendor shall be responsible for the design, installation, termination of an appropriately sized power inverter designed for BESS applications.

- d) Conductors shall be Diesel Locomotive Cable (DLC), UL listed RHH/RHW. The Vendor shall provide uninsulated, two-hole NEMA drilled, copper compression terminals and stainless steel mounting hardware.
- e) The Vendor shall design and install a suitable equipment grounding system for the BESS. The grounding system shall provide personnel protection for step and touch potential in accordance with IEEE 80. The system shall be adequate for the detection and clearing of ground faults within the BESS.
- f) The use of EMT as a grounding conductor is not acceptable.
- g) If required, the BESS grounding system shall be tied to the substation grounding system. Commission shall perform necessary alterations to the existing grounding grid and install connections from the existing ground grid to the external grounding locations of the BESS. The appropriate external grounding locations of the BESS shall be determined and provided by the Vendor.
- h) The BESS shall contain the necessary protective relaying features, circuit breakers, or fuses required to self-protect the BESS in the event of internal electrical faults.

13.0 Battery System

- a) BESS shall utilize Lithium Iron Phosphate (LFP) battery chemistry. Vendor shall also supply an alternative bid for Nickel Manganese Cobalt (NMC) battery chemistry.
- b) BESS shall be capable of operating at a minimum AC output of 1,000 kW/2,000 kWh, measured at the point of interconnection between the BESS and Commission distribution system (i.e. utility provided pad-mount transformer). Vendor shall supply an alternative bid for a 1,000 kW/4,000 kWh system.
- c) BESS shall be designed to provide minimum AC output at a C-Rate of 1C or less (i.e. C/2 etc.).
- d) BESS shall have a minimum efficiency of 90% AC round trip.
- e) BESS shall have a minimum depth of discharge (DOD) of 85%.
- f) The Vendor shall be responsible for calculating all parasitic losses (i.e. inverter, line losses, HVAC, and other low voltage items) and incorporating into the system design to ensure that the system is capable of meeting the minimum output capacity requirements.
- g) BESS shall conform to harmonic specifications per IEEE 519.
- h) BESS shall be UL 9540 certified.
- i) Vendor shall be responsible for the design and installation of an appropriately sized HVAC system necessary to maintain recommended operating temperatures/conditions of the BESS and its components.
- j) The BESS design shall incorporate all required mounting systems, racks, frames, hardware etc. Any additional equipment, components etc. not explicitly stated but required for satisfactory installation/operation of the BESS shall be the responsibility of the vendor.
- k) The inclusion of additional/future “rack space” in the initial design is highly encouraged.

14.0 Energy Management System (EMS)

- a) Integral to the BESS design shall be a fully integrated Energy Management System (EMS) capable of performing remotely and/or locally all necessary functions related to the successful operation of the BESS. The EMS shall be capable of interfacing with the Commission's existing SCADA network.
- b) The EMS shall be designed to provide for automatic, unattended operation of the BESS. The EMS shall also provide for local manual operation (via HMI), remote operation or dispatch of the BESS via the Commission's SCADA system or remote access point.
- c) The EMS shall include functionality for remote/local automatic scheduling. The EMS shall be capable of maintaining a specified/selectable resting state of charge (rSOC) (i.e. 10%), ramping to a predetermined output level as set by a remote signal from the Commission's SCADA system or by entering a ramp rate into the EMS HMI, and discharging upon remote/local "Peak Shaving" command. The ramp rate and output level shall be selectable, and the output level shall be programmable, on a continuous real time basis by the remote signal from the Commission's SCADA system. Once initiated in this operating mode, the BESS shall remain at the designated output until terminated by local/remote signal or the BESS specified discharge limit is reached.
- d) The EMS shall provide monitoring points throughout the BESS included but not limited to: AC-Voltage, Voltage, Current, kW, kVA, kVAR, Power factor; DC-Voltage and Current. Points of monitoring TBD during design. The vendor shall supply a list of all monitoring points in its proposal.
- e) System temperature shall be monitored at a minimum of 4 points. Points of monitoring TBD during design
- f) EMS shall provide remote access to monitor data as well as a minimum of 30 day on-site memory storage capacity.
- g) Monitoring points shall have the ability to be recorded data at a minimum of 1-minute intervals as well as instantaneous data collection.
- h) The EMS shall include remote/local alarm capabilities. The vendor shall supply a list of all alarm conditions in its proposal. Alarm conditions include but are not limited to:
 - 1) Temperature
 - 2) Over/Under Voltage
 - 3) Over/Under Current
 - 4) Battery Cell(s) failure
 - 5) Any condition indicative that the BESS can no longer meet the specified performance criteria, or a safety hazard exist

15.0 SCADA Integration & Communications

- a) The BESS shall be integrated with the Commission's existing SCADA network located within the substation control house on site.
- b) The BESS shall utilize DNP3 Protocol for integration to Commissions SCADA network. Modbus TCP Protocol may be considered if DNP3 is not available.

- c) The Commission shall be responsible for extending its SCADA network (via fiber) from the substation control house to the BESS enclosure and terminating in a Commission provided fiber patch panel.
- d) The BESS shall include a managed ethernet switch located in a vendor supplied communications rack in the BESS enclosure. Rugged Com, SEL, and IS5 are approved platforms. The switch will provide the interface to the Commission's SCADA network and will provide connectivity to all Ethernet devices in the BESS. Additionally, it will be used to extend the network to additional/future BESS systems/enclosures. The switch shall be powered by the BESS auxiliary load circuitry.
- e) The Ethernet Switch shall have a enough ports to accommodate all pilot and future communication requirements.
- f) Procurement, installation, architecture, programming, physical connections, start-up and commissioning of all communications equipment integral to the BESS shall be the responsibility of the Vendor.

15.0 Battery Factory Testing

- a) Vendor shall test and submit data for the cells designated for use. Testing shall include but is not limited to:
 - 1) Capacities, Amp-hour, Watt-hour
 - 2) Ramp rate
 - 3) Heat generated
 - 4) Efficiencies
 - 5) Maximum noxious and toxic material release rates; as required
- b) Vendor shall capacity test 100% of the production cells to ensure compliance with design requirements. The vendor may propose an alternate testing program that results in a benefit to the Commission. Alternate testing plan shall include details of the proposed plan and cost benefit to Commission.
- c) Vendor shall be responsible for scheduling/coordination of up to four Commission representatives to witness factory test. Commission shall be responsible for travel, lodging, meals, etc. as required.

16.0 Commissioning, Acceptance Testing & Field Training

- a) Vendor shall be responsible for the development and performance of a Commissioning & Acceptance Testing program that will ensure that the BESS will perform as designed and that the system meets the specifications included elsewhere in these specifications. Commissioning shall include but is not limited to:
 - 1) Design verification
 - 2) Initial start-up procedures
 - 3) Modes of operation
 - 4) Operational acceptance testing
 - 5) Functional acceptance testing
 - 6) Safety testing

- 7) SCADA Integration
 - 8) Local/Remote Control
 - 9) Monitoring points
 - 10) Alarms
- b) Vendor shall determine that the BESS is fully operational and suitable to be placed in service by the Commission.
 - c) Commission representative shall be present for all commissioning and acceptance testing procedures.
 - d) Vendor shall supply the Commission a digital copy (word, excel, pdf etc.) of the commissioning manual/procedures no less than 30 days prior to commissioning for Commission review/approval.
 - e) Vendor shall document all acceptance and commissioning test performed. Vendor shall submit documentation, analyses, and summary in a test report for Commission records.
 - f) Any design, engineering, labor, material, equipment, etc. within the Vendor's scope of work, as determined by these specifications, that results in a failed/incomplete commission/acceptance test shall be the sole responsibility of the Vendor to correct/replace etc.
 - g) Vendor shall also include during this time period a suitable number of days to perform field training with Commission staff. Training shall include instruction on local and remote operations and maintenance of the BESS.

17.0 RFP Proposal/Preliminary Submittal Documentation

Prospective Vendors shall submit all required information/documentation as part of their proposal. Vendors shall submit (3) hard copies for each of their proposals. All proposal information shall be typed, printed (8.5" x 11" or 11" x 17" folded), and installed in appropriately sized three ring binder. Tab dividers shall be included for easy reference to proposal subsections. Vendor RFP proposals shall include but are not limited to:

- a) Cover Letter & Statement of Qualifications. This shall include but is not limited to:
 - 1) Company Profile and Vendor contact information (phone, email, fax, etc.)
 - 2) Summary of key project personnel and Bio/resume
 - 3) Summary of sub-contractors/consultant, include license #s etc.
 - 4) Summary of similar BESS projects completed in the last five years. Include references and contact info.
- b) BESS Proposal Worksheet. See Appendix B
- c) Preliminary Drawings. Proposal shall include preliminary drawings for review. Initial design shall incorporate means of future expansion and allow for maximum expansion within the identified project area. Drawings shall include but not limited to:
 - 1) Overall Site Plan. Include proposed/future BESS equipment along with nominal dimensions/required setbacks etc.
 - 2) BESS Electrical 1-Line
 - 3) Communication/SCADA Integration 1-Line

- b) Complete list of Monitoring & Alarm Points
- c) Technical Data Sheets for all major components. Data shall be current and specific to the exact model #s being proposed.
- d) Degradation Scale. Vendor shall provide an anticipated degradation scale for the BESS based on technical specifications outlined and anticipated annual cycles. (see Appendix C) (based on specified run time). Degradation scale shall detail the anticipated useable BESS AC capacity (kW) over a period of no less than 180 months.
- e) Preliminary Project Schedule

18.0 Approval Drawings/Notice to Proceed

Prior to initiating site work, purchase of material/equipment, fabrication etc. Vendor shall submit sufficient documentation/drawings to demonstrate that all parts, equipment, design etc. conform to the requirements and intent of these Specifications. Vendor shall supply (3) hard copies of all documentation/drawings. Drawings shall be submitted on sheet sizes 24" x 36" unless otherwise approved by the Commission.

Documentation/drawings shall be submitted directly to Kyle Brown, Electric Planning Engineer. Commission shall be allowed (3) weeks for review and comment of approval documentation/drawings. Any manufacturing or procurement of parts/equipment prior to the approval of the Commission is at the risk of the Vendor for correction/replacement at sole cost to the Vendor to conform to the final approved design. Required information includes but is not limited to:

- a) Overall Site Plan
- b) BESS Electrical 1-Line
- c) Enclosure Drawings with appropriate dimensions/clearances etc.
- d) Steel Reinforced Foundation Plan
- e) Conduit Plan including location, quantity, type and size of all conduits to be installed
- f) Auxiliary Electrical 1-Line and Load Worksheet
- g) Communication Block Diagram with bill of material and specific model/part numbers. Drawing shall document the following:
 - 1) Device Name
 - 2) Device ID/Location
 - 3) Physical Port (DB9/RJ45/Terminal Blocks etc.)
 - 4) Type of electrical connection (Ethernet/RS232/RS485 etc.)
 - 5) Cable Media (Cat5/MM Fiber/Belden XXX etc.)
 - 6) Speed of connection (9600/10M/1G)
 - 7) IP Address and port
 - 8) Communication Protocol (DNP3/Modbus etc.)
 - 9) Protocol Address
 - 10) Device Role (Master/Slave/Client/Server etc.)
- b) Communication Point List with the following details:
 - 1) Point Name
 - 2) Source Address

- 3) Source Device
- 4) Destination Device
- 5) Process Control or Telemetry

19.0 Final Drawings & Project Completion Documentation

Prior to project completion and final payment, the Vendor shall provide the following:

- a) Statement of Completion. Vendor shall supply documentation stating that it has completed all work in accordance with these Specifications and that the system is fully operational.
- b) Commissioning & Acceptance Testing report in accordance with these Specifications.
- c) “As-Built” drawings for all required approval drawings/diagrams etc. All drawings shall be certified correct and accurately depict the “As-Built” or final condition of all equipment installed by the Vendor. Electronic copy of all drawings shall be provided in Auto-cad 2014 format on CD-ROM or available for download from ftp site.
- d) Operations Manual. Vendor shall supply the Commission with an operations manual detailing the required task, instructions, procedures etc. required to operate the BESS. Operations manual shall include but is not limited to:
 - 1) Installation manuals, instruction manuals and operation guides for all equipment and subsystems. Specific instructions for local/remote operation of the EMS are required.
 - 2) Software documentation, instructions manuals, user guides.
 - 3) BESS Control and Protective Settings
 - 4) Electrolyte Spill Plan
 - 5) Battery Cell Disposal Plan
 - 6) Fire Response Plan
 - 7) Other project documentation that would reasonably be required for the Commission to operate/maintain the BESS in the future.
- e) Maintenance Manual. Vendor shall supply a maintenance plan detailing the regular/routine maintenance activities, procedures, milestones etc. associated with operating the BESS.
 - 1) Maintenance Matrix. Maintenance Plan shall include a table/matrix or other form of documentation that readily identifies the major components of the BESS and anticipated maintenance activities at regularly scheduled intervals (i.e. daily, weekly, monthly, quarterly, annually etc.). Maintenance activities shall include but are not limited to: checks, calibrations, parts replacement, preventative measures etc. Maintenance activities shall be based on anticipated annual cycles (see Appendix C) (based on specified run time). Plan shall include estimated # of man hours to complete maintenance activities. Where parts are to be replaced at regular/routine intervals, plan shall include catalogue #s and estimated cost for components.

- 2) Vendor shall supply an initial complement of replacement parts (if required) for the first year of BESS operation.
- 3) Vendor shall provide supplier information regarding sourcing of replacement parts etc.
- 4) Vendor shall identify and supply any special equipment/tools required for the normal operation/maintenance of the BESS.

20.0 Project Payment Schedule

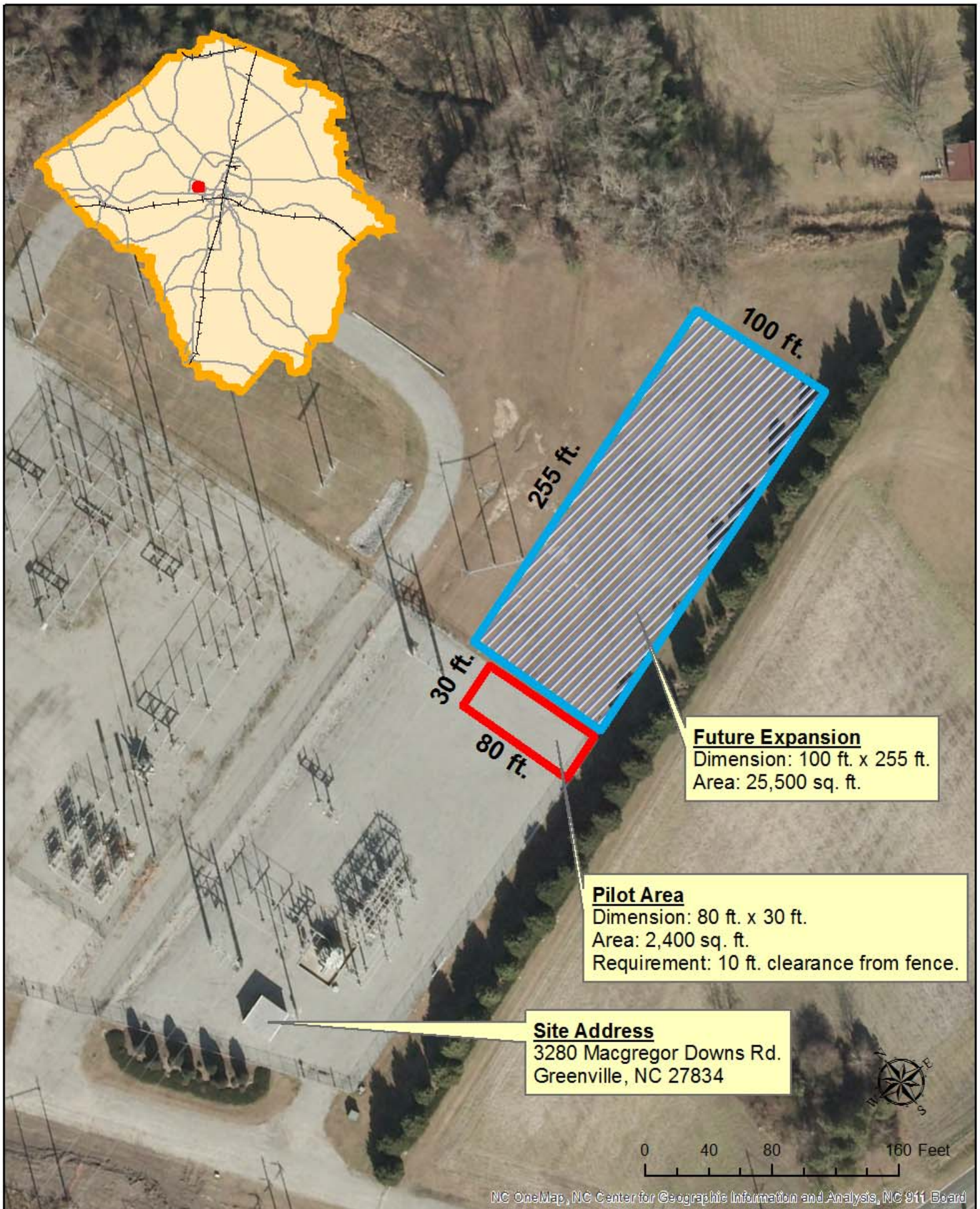
Payments will be made to Vendor according to following schedule/milestones:

- Contract Signing-10%
- Approval Drawings & Notice to Proceed-20%
- Substantial Delivery of Equipment On-Site-30%
- Substantial Completion of Installation-30%
- Commissioning & In-Field Training-8%
- Final Drawings & Project Completion Documentation-2%

21.0 Evaluation Criteria/Method of Award

The Commission shall not evaluate incomplete proposals. Proposals shall be awarded based on total cost of ownership (at 60 months) taking into consideration: initial cost, maintenance cost, replacement cost and schedule, annual operating cost, system degradation etc.

Appendix A: BESS Pilot Project Vicinity Map



**Appendix A
BESS Proposal Worksheet**

Specification	Unit	Bid 1	Bid 2	Bid 3	Bid 4
Proposal Offer		1,000 kW/2,000 kWh	1,000 kW/2,000 kWh	1,000 kW/4,000 kWh	1,000 kW/4,000 kWh
	\$				
Battery System					
Cell Chemistry Type		LFP	NMC	LFP	NMC
Nominal Power Capacity	kW				
Nominal Energy Capacity	kWh				
Usable Power Capacity	kW				
Usable Energy Capacity	kWh				
C Rating					
Depth of Discharge	%				
Round Trip Efficiency	%				
Charge Rate	Hrs				
Response Time	ms				
80% Rated Capacity Life Expectancy	Cycles				
Power Factor					
Inverter (Included)	Y/N				
Expected Useful Life	Months				
BESS/Auxiliary Load Power Requirements					
Energy Management System (Included)	Y/N				
BESS Container					
Type					
Burn Rate	Hrs				
BESS Foot Print/Space Requirements	sq ft				
BESS Anticipated Annul Energy Usage	kWh				
BESS Anticipated Annual Maintance Material Cost	\$				
Warranty Period	Months				

Appendix C

**Generator Run Time
2014-2018**

	Start	End	Duration
1/3/2014	5:57	8:57	3
1/4/2014	5:57	8:57	3
1/7/2014	5:51	10:09	4.3
1/8/2014	5:51	8:27	2.6
1/23/2014	6:57	8:03	1.1
1/24/2014	5:57	9:03	3.1
1/30/2014	6:39	9:33	2.9
2/7/2014	5:57	8:15	2.3
2/11/2014	9:27	14:45	5.3
2/11/2014	16:51	19:45	2.9
2/12/2014	6:51	14:09	7.3
2/12/2014	17:51	19:15	1.4
3/4/2014	5:51	9:27	3.6
3/27/2014	6:51	7:27	0.6
4/16/2014	5:51	9:21	3.5
4/17/2014	5:51	8:27	2.6
5/8/2014	15:15	18:39	3.4
5/9/2014	14:27	17:51	3.4
5/12/2014	13:00	18:39	5.65
5/13/2014	13:57	18:30	4.55
5/14/2014	16:30	17:39	1.15
5/22/2014	16:33	17:51	1.3
5/27/2014	14:03	17:12	3.15
5/28/2014	13:57	18:24	4.45
6/4/2014	14:54	17:03	2.15
6/10/2014	13:54	19:00	5.1
6/11/2014	13:57	14:54	0.95
6/16/2014	14:57	18:00	3.05
6/17/2014	14:24	17:24	3
6/18/2014	13:54	18:42	4.8
6/19/2014	13:54	18:18	4.4
7/2/2014	13:54	18:45	4.85

7/8/2014	14:54	17:39	2.75
7/14/2014	13:57	18:03	4.1
8/6/2014	14:03	18:39	4.6
8/7/2014	14:57	17:09	2.2
8/12/2014	15:57	18:21	2.4
8/18/2014	14:51	18:27	3.6
8/19/2014	14:57	18:09	3.2
8/20/2014	13:57	18:51	4.9
8/21/2014	12:57	18:39	5.7
8/22/2014	13:57	17:21	3.4
8/28/2014	15:57	18:15	2.3
9/1/2014	14:51	18:03	3.2
9/2/2014	12:51	17:09	4.3
9/3/2014	15:51	17:03	1.2
10/1/2014	15:51	20:39	4.8
10/2/2014	12:51	20:27	7.6
10/3/2015	13:54	17:36	3.7
10/8/2014	14:57	20:15	5.3
10/11/2014	14:21	17:51	3.5
10/13/2014	15:51	18:00	2.15
10/14/2014	13:57	17:12	3.25
11/3/2014	5:51	8:21	2.5
11/15/2014	5:54	9:09	3.25
11/19/2015	5:45	8:15	2.5
12/8/2014	5:54	8:15	2.35
12/11/2014	5:48	8:27	2.65
12/12/2014	5:51	8:18	2.45
1/8/2015	5:51	9:00	3.15
2/3/2015	5:51	8:09	2.3
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2/6/2015	5:54	8:27	2.55
2/6/2015	6:03	8:33	2.5
2/15/2015	7:57	9:33	1.6
2/16/2015	5:57	8:21	2.4
2/19/2015	5:57	8:57	3
3/1/2015	7:51	10:09	2.3

3/6/2015	5:57	9:12	3.25
3/7/2015	5:51	8:21	2.5
4/2/2015	6:57	8:03	1.1
4/8/2015	19:57	21:03	1.1
4/10/2015	15:57	17:45	1.8
5/12/2015	13:57	17:57	4
5/18/2015	13:57	18:45	4.8
5/19/2015	14:57	17:15	2.3
5/20/2015	15:57	18:21	2.4
5/26/2015	16:03	18:03	2
5/27/2015	15:03	17:03	2
5/28/2015	15:57	17:39	1.7
5/29/2015	15:57	17:57	2
6/11/2015	14:57	18:27	3.5
6/13/2015	14:57	18:45	3.8
6/14/2015	14:03	18:39	4.6
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7/7/2015	14:57	17:57	3
7/8/2015	15:03	17:51	2.8
7/9/2015	13:03	18:21	5.3
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7/20/2015	13:57	18:03	4.1
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9/1/2015	14:57	18:27	3.5
9/2/2015	13:57	18:27	4.5
9/10/2015	15:57	17:27	1.5
10/7/2015	15:57	18:57	3
10/8/2015	14:57	18:57	4
10/9/2015	14:57	19:57	5

10/19/2015	5:57	9:09	3.2
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11/23/2015	5:57	8:21	2.4
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12/20/2015	5:57	9:15	3.3
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7/13/16	13:54	18:48	4.9
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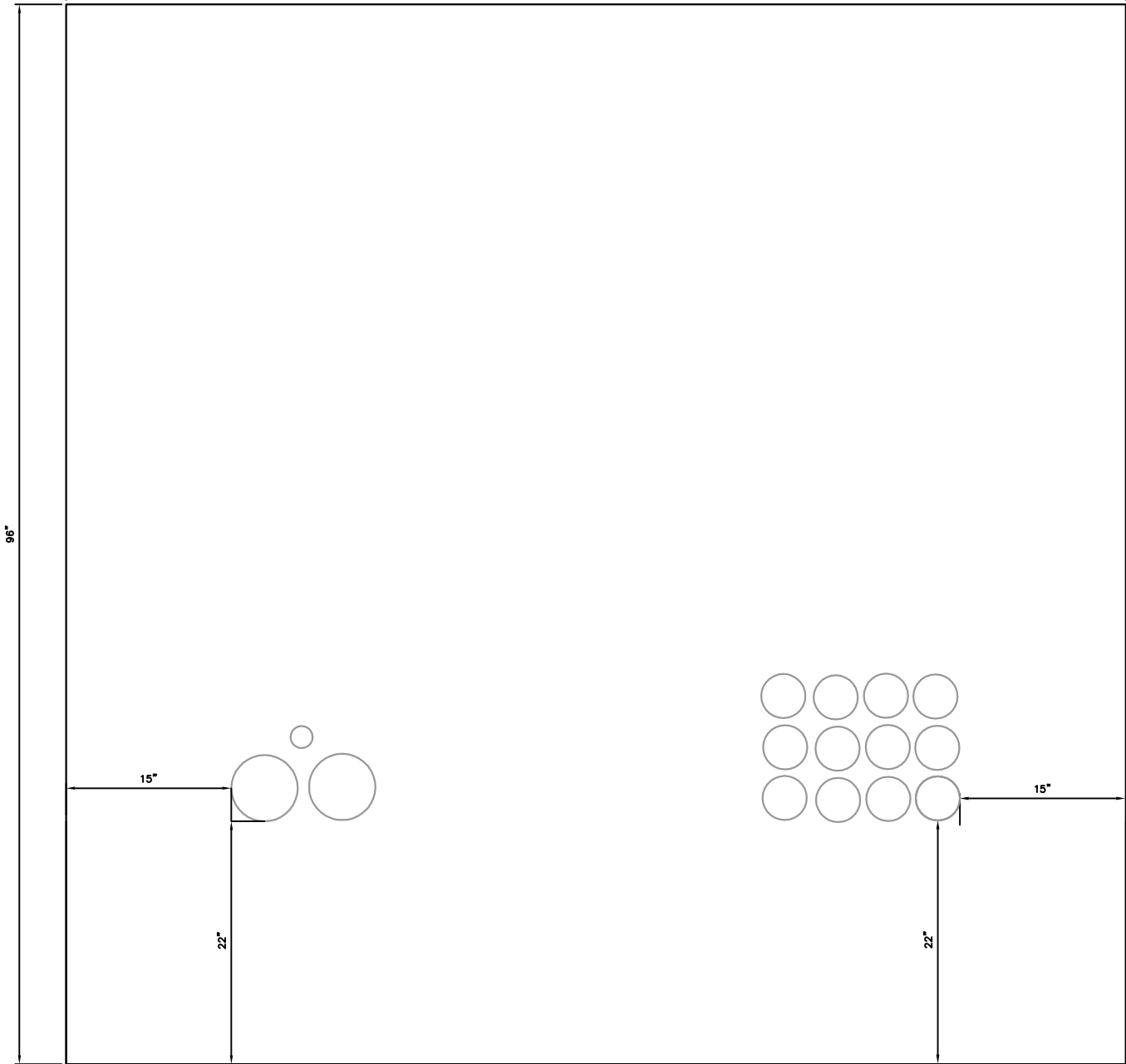
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11/28/18	5:51	8:33	2.7
11/29/18	5:57	8:18	2.35
12/6/18	5:54	8:18	2.4
12/12/18	5:54	8:27	2.55

984.85

	Duration	# of Runs
Total Time	984:51:00 h:m:s	312
2014 Time	198:42:00 h:m:s	59
2015 Time	170:03:00 h:m:s	55
2016 Time	196:42:00 h:m:s	62
2017 Time	227:36:00 h:m:s	72
2018 Time	191:48:00 h:m:s	64

96"



FRONT OF TRANSFORMER

NOTES:

- 1) 6" PVC CONDUITS WITH GALVANIZED RIGID 90s AT A DEPTH OF 3 FT FOR GREENVILLE UTILITIES AND (1) 2" PVC SLEEVE FOR GROUND ROD
- 2) CONDUIT SHALL EXTEND A MINIMUM OF 24" ABOVE PAD
- 3) CONDUIT SHALL BE UN-DAMAGED AND FREE OF DEBRIS AT TIME OF INSTALLATION
- 4) APPROPRIATE PULL STRING SHALL BE INSTALLED IN EACH PIPE AT TIME OF INSTALLATION
- 5) ALL CONDUIT ENDS, FITTINGS, ELBOWS ETC. SHALL BE GLUED TO ENSURE SECURE CONNECTION
- 6) CONDUIT ENDS SHALL BE CAPPED OR TAPED AS TO PREVENT WATER OR OTHER DEBRIS FROM ENTERING THE CONDUIT
- 7) WHERE APPLICABLE, CONDUIT ENDS SHALL BE MARKED "1", "2", "3" ETC. AS TO ADEQUATELY IDENTIFY CORRESPONDING PIPE ENDS
- 8) 10 FT. MINIMUM CLEARANCE ON FRONT AND BACK OF TRANSFORMER
- 9) 5 FT. MINIMUM CLEARANCE ON SIDES OF TRANSFORMER
- 10) SIZE AND NUMBER OF CONDUITS VARIES
- 11) THICKNESS OF PAD SHALL BE 8" CONCRETE POURED SOLID WITH NO OPENING



Greenville Utilities
 PO BOX 1847 • GREENVILLE, NC 27835
 ELECTRIC ENGINEERING (252) 581-1582

CONDUIT INSTALLATION SPECIFICATIONS - 8' X 8' TRANSFORMER PAD

SCALE: NTS	LAST REV DATE: 7-1-2015	DWN: KWB	DWG NO: CIS.TX.6
------------	-------------------------	----------	------------------

Method of Award: Items/Project 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 items. 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).

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 thirty (30) days from the date of the opening, to furnish any or all of the items upon the quoted price.

[Balance of page left blank intentionally]

Special Instructions to Bidders

City of Greenville/Greenville Utilities Commission Minority and/or Women Business Enterprise (M/WBE) Program

GUC Construction Guidelines and Affidavits \$100,000 and above

These instructions shall be included with each bid solicitation.

City of Greenville/Greenville Utilities Commission Minority and/or Women Business Enterprise Program

\$100,000 and Construction Guidelines for M/WBE Participants

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City’s and Utilities’ contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the M/WBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	GUC	
	MBE	WBE
Construction This goal includes Construction Manager at Risk.	7%	4%

Bidders shall submit M/WBE information with their bids on the forms provided. This information will be subject to verification by GUC prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or M/WBE members of joint ventures intended to satisfy GUC M/WBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for GUC’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for the GUC’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillencmwbe.org. However, the HUB status of these firms must be verified by the HUB database. GUC shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all M/WBE vendors who wish to do business as a minority or a female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of M/WBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the M/WBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The M/WBE’s listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the GUC to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the GUC to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each M/WBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Instructions

The Bidder shall provide with the bid the following documentation:

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit A (if subcontracting)

OR

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

Affidavit C (if aspirational goals are met or are exceeded)

OR

Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

Letter(s) of Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to M/WBE subcontractors.**

*****If a change is needed in M/WBE Participation, submit a Request to Change M/WBE Participation Form. Good Faith Efforts to substitute with another M/WBE contractor must be demonstrated.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the GUC for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the GUC that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the GUC whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the GUC will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

Identification of Minority/Women Business Participation

I, _____,
(Name of Bidder)

do hereby certify that on this project, we will use the following minority/women business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*M/WBE Category

*M/WBE categories: Black, African American (B), Hispanic, Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

If you will not be utilizing M/WBE contractors, please certify by entering zero “0”

The total value of MBE business contracting will be (\$)_____.

The total value of WBE business contracting will be (\$)_____.

Greenville Utilities Commission **AFFIDAVIT A** – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Greenville Utilities Commission --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

Greenville Utilities Commission - AFFIDAVIT C - Portion of the Work to be Performed by M/WBE Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by M/WBE businesses as defined in GS143-128.2(g) and the COG/GUC M/WBE Plan sec. III is equal to or greater than 11% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*M/WBE Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

Greenville Utilities Commission **AFFIDAVIT D – Good Faith Efforts**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 11% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify
that on the _____

(Name of Bidder)

Project ID# _____ (Project Name) _____
Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*M/WBE Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

LETTER OF INTENT M/WBE Subcontractor Performance

Please submit this form or executed subcontracts with M/WBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

___ Minority Business Enterprise ___ Women Business Enterprise

The M/WBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required). ___ Yes ___ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

(Date)

(Address)

(Name & Phone No. of M/WBE Firm)

(Name & Title of Authorized Representative of M/WBE)

(Signature of Authorized Representative of M/WBE)

REQUEST TO CHANGE M/WBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

_____ **Email Address:** _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

Replace subcontractor

Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

The listed MBE/WBE is bankrupt or insolvent.

The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:

Name of replacement subcontractor: _____

The M/WBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

Increase total dollar amount of work

Add additional subcontractor

Decrease total dollar amount of work

Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

The M/WBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

**Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Pay Application No. _____ Purchase Order No. _____

Proof of Payment Certification

M/WBE Contractors, Suppliers, Service Providers

Project Name: _____

Prime Contractor: _____

Current Contract Amount (including change orders): \$ _____

Requested Payment Amount for this Period: \$ _____

Is this the final payment? ___ Yes ___ No

Firm Name	M/WBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Date: _____ Certified By: _____
Name

Title

Signature

**Three (3) copies of your proposal should be received no later than
August 14, 2019 at 2:00 PM (EDST).**

**NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM(S) RETURN BID
SECURITY, M/WBE/GOOD FAITH EFFORTS, COST FORM(S), EXCEPTION FORM(S), E-
VERIFY FORM AND ALL PROPOSAL SPECIFICATION/COSTING/ PRICING FORM(S)**

[Balance of page left blank intentionally]

GREENVILLE UTILITIES COMMISSION

EXCEPTION/VARIATION FORM FOR:

1,000 kW/2,000 kWh Peak Shaving Battery Energy Storage System (BESS) Pilot Project

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 fifteen (15) 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 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, EQUIPMENT AND BUILD

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.

[Balance of page left blank intentionally]

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: _____