

ADVERTISEMENT FOR BIDS

Sealed proposals will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 PM (EDST) on November 5, 2019 and immediately thereafter publicly opened and read for the furnishing of Custodial Maintenance Services.

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

Greenville Utilities Commission reserves the right to reject any or all bids. **Late bids will not be considered.**

SECTION I

GREENVILLE UTILITIES COMMISSION

GENERAL INSTRUCTIONS FOR FORMAL BIDS

1.0 NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received in the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 PM (EDST) on November 5, 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, 801 Mumford Road, Greenville, North Carolina 27834 on Tuesday, October 22, 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. Return only the attached Proposal Form. Do not return the Advertisement for Bids, Instructions to Bidders or Specifications.**

3.0 PREPARATION OF BID

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

5.0 DEPOSIT

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

6.0 NC SALES TAX

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

7.0 FEDERAL EXCISE TAX

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

8.0 EXCEPTIONS TO BE CLEARLY STATED

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

9.0 EVALUATION AND AWARD OF BIDS

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

10.0 PROMPT PAYMENT DISCOUNTS

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

11.0 NUMERICAL ERRORS

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

12.0 BID WITHDRAWAL

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

13.0 MINORITY BUSINESS PARTICIPATION PROGRAM

GUC has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also have taken

affirmative action to ensure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and/or labor.

14.0 ADMINISTRATIVE CODE:

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

15.0 CONTRACT PERIOD

This Agreement(s) shall be for a one (1) year period. Based on mutual agreement between the parties, this agreement(s) may be renewed for additional annual renewal extension(s), not exceeding a total five (5) year contract term. The pricing for annual renewal will be subject to the mutual agreement between the parties.

16.0 AFFIRMATIVE ACTION

The bidder 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.

17.0 CONTACT INFORMATION

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

18.0 TERMS AND CONDITIONS

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

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SECTION II
GREENVILLE UTILITIES COMMISSION
REQUEST FOR PROPOSAL
CUSTODIAL MAINTENANCE SERVICES
NOVEMBER 5, 2019

It is the intent of Greenville Utilities Commission (GUC) to procure custodial maintenance services to clean fifteen (15) locations totaling approximately 111,923 square feet (sf.). Frequency of cleaning all locations will be per enclosed specifications, Monday through Friday. Daily work shall commence at 5:30 PM and be complete by 9:30 PM. Work schedules will not be varied without the B&G Supervisor's authorization and a minimum notification of 2 weeks prior to any weekend work.

Contractor shall employ sufficient personnel to perform task concurrently in all locations within the specified timeframe, which are subject to change. Special arrangements will be made for stripping and waxing of vinyl composition tile (VCT). Contractor will respond to empty dispensers during normal business hours as needed.

All employees of the selected bidder must be required to undergo criminal background checks prior to signing a contract. GUC must be notified immediately of any personnel changes, who will be subject to GUC's approval in relation to this contract.

Use of GUC computers, phones, copiers or equipment to custodial tasks is strictly prohibited and will result in immediate termination. GUC reserves the right to terminate this agreement without notice.

No employees under 18 years of age will be permitted on premises. All employees: while performing work on GUC property, will wear some type of clothing identifying them as an employee with the successful bidder's company. As a minimum, a company shirt.

Contractor will provide sufficient equipment to perform all assigned tasks per specifications and will locate items/materials on each floor of multi-story buildings.

All potential bidders will be required to attend a pre-bid conference and visit all locations subject to this bid.

Submittal of references will be required with your bid.

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

The successful bidder will be required to commence work within seven (7) days of signing GUC's Terms and Conditions.

This Agreement(s) shall be for a one (1) year period. Based on mutual agreement between the parties, this agreement(s) may be renewed for additional annual renewal extension(s), not

exceeding a total five (5) year contract term. The pricing for annual renewal will be subject to the mutual agreement between the parties.

I. SCOPE OF WORK

General

A. Nightly Task – 5 Times Per Week

1. Empty all wastepaper receptacles and discard in designated dumpster. Install new trash can liner. Trash receptacles are to be placed back in the exact spot that they were removed.
2. Empty all recyclables into designated bins for removal.
3. Dust and remove fingerprints from all horizontal surfaces: desk, credenzas, side tables, file cabinets, ledges and countertops.
4. Properly position furniture in offices, conference rooms, break rooms and waiting areas.
5. Vacuum and spot clean all carpeted areas.
6. Spot clean walls, door frames and light switches.
7. Dust and damp mop all ceramic and resilient tile floors.
8. Clean and sanitize water fountains.
9. Clean door and entrance glass.
10. Clean and disinfect wash basins, toilet bowls and urinals.
11. Clean and polish all restroom mirrors, dispensers and fixtures.
12. Spot clean walls around urinals and toilets with germicidal solution.
13. Wash all restroom floors with a germicidal solution and leave them streak free.
14. Restock all paper products and neat seat covers.
15. Clean all kitchen counters, tables and sinks with an approved disinfectant.
16. Wipe out microwave.
17. Replenish all condiments, utensils and napkins.
18. Vacuum entrance rugs.
19. Turn off coffee makers, hot water dispensers and K-type coffee makers. Wipe each one down thoroughly. Fill units full of water.
20. Clean stoves, microwaves and toasters.
21. Clean out cigarette butt urns at entrances.
22. Clean and sweep mats and area 15 feet in front of exterior entrances. Straighten mat in front of door and remove spider webs.
23. Clean janitor's closet.
24. Turn off designated lights.
25. Lock doors and set alarm as instructed.
26. Ice Machine(s), cleaned daily around doors, scoops and scoop holders are to be sanitized.

B. Weekly Task – Once per week

1. Wash all internal glass and dust frame ledges.
2. Dust all window ledges.
3. Damp wipe all chair and table legs.
4. Wipe down leather chairs in Boardroom – Admin. Headquarters
5. Clean and sanitize phones.
6. Conference room glass tops are to be cleaned on both sides to include underneath the glass.

C. Monthly Task – Once per month

1. Vacuum all fabric type furniture.
2. Damp wipe all high and low shelves, surfaces and corners beyond the reach of normal dusting.
3. Dust all picture frames.
4. Thoroughly clean jambs of door frames.
5. Dust all window blinds.
6. Dust light fixtures and ceiling HVAC vents.
7. All baseboards will be damp cleaned.
8. Clean refrigerators at Administrative Building at WWTP, Express, Engineering, Administrative and Red Banks break rooms.
9. Clean Board Room thoroughly the night before board meetings.

D. Semi-Annual Task – Twice a year

1. Carpets are to be cleaned twice a year.
2. Ceramic tiles are to be deep grout cleaned twice a year in restrooms.

II. RESILIENT TILE MAINTENANCE

A. Vinyl Composition Tile (VCT)

1. All VCT will be damp mopped nightly and left streak free.
2. VCT in Administrative Headquarters will be “buffed” every Monday and Thursday.
3. Hallways, Training Room, Station 1 and Break room in Building “A” will be buffed every Monday and Thursday.
4. All other VCT in Building “A” will be buffed every two (2) weeks.
5. VCT in all locations will be completely stripped of wax and three (3) fresh coats applied and burnished in every four (4) months.

B. Vinyl Composition Tile (VCT) at WTP Building

1. All VCT to be dust mopped nightly. VCT in break room to be damp mopped nightly.
2. VCT in administration area and control room to be damp mopped weekly or sooner if spills/spots are detected.
3. VCT in filter gallery to be damp mopped on an as needed basis.
4. All VCT to be stripped and waxed every 6 months.
5. Annual carpet cleaning in carpeted areas.

III. CONSUMABLE PRODUCTS SUPPLIED BY VENDOR

- A. Products supplied by Vendor (Billed to GUC at Cost)
1. Toilet tissue
 2. Roll and fold hand towels for restrooms
 3. Paper towels for break rooms
 4. Foam soap for restrooms
 5. Neat-seat covers for restrooms
 6. Can liners
 7. Napkins
 8. Paper plates, plastic ware (knives, spoons and forks) and cups for break rooms.
 9. Deodorizers units for urinals and bathrooms
 10. Sticky paper (for floor outside Ozone Depletion Room at WTP)
- B. All remaining products will be supplied by contractor: cleaning solutions, disinfectants, floor stripper and wax.

NOTE(S): GUC will need to pre-approve the wax being used.
Absolutely no propane powered buffers in buildings.

IV. FIRE EXTINGUISHERS, AEDS AND FIRST AID KITS INSPECTION

In addition to the routine custodial duties identified elsewhere in this package, the successful bidder will also be responsible for the monthly inspection of approximately (65) fire extinguishers (FE) and (5) Automated External Defibrillators (AED) and (16) First Aid Kits (FAK) located at the following:

- (1) Administrative Headquarters
- (2) Express Office
- (3) Engineering Building
- (4)) Building "A"
- (5) Meter Building
- (6) Stores
- (7) Garage
- (8) Load Mgt.
- (9) Water Resources
- (10) Transformer
- (11) Electric, Water, Sewer
- (12) Red Banks

Monthly inspections shall adhere to requirements specified in Exhibit D, which is subject to change as required by law, regulation, or manufacturer's recommendation. Inspection sheets shall be turned into the B&G Supervisor on the first business day of the month.

V. Day Porter Services

PERFORM DAYPORTER SERVICES AT GREENVILLE UTILITIES FACILITIES AT THE ADMINSTRATION BUILDING AND NEW/OLD ENGINEERING BUILDING.

Services will be performed 3 Days per week: Tues/Wed/Thurs 10am—2pm

Administration Building---2hrs

New/Old Engineering Building---2hrs

Total of 4 hours per day

Task Included but not limited to:

- CLEAN RESTROOMS/BREAKROOMS AND STOCK SUPPLIES
- POLICE COMMON AREAS TO INCLUDE: ENTRANCES/EXITS
- CLEAN ENTRANCE WINDOWS/DOORS: AS NEEDED
- WIPE DOWN APPLIANCES TO INCLUDE: MIRCROWAVE AND COFFEE MAKERS
- RESPOND TO CLEAN UPS AND SPILLS
- SEND IN FACILITY MAINTENANCE REQUEST

VI. Quality Control

Contractor must have a quality control procedure that provides documentation to B&G Supervisor on Nightly Spot Checking and Documented Training of Employees.

VII. Special Events

Contractor must be available to respond to special events and storms when contacted. Billings rates to be established for these special events/storms.

VIII. Invoicing For Supplies

Contractor will submit a monthly invoice to Accounts Payable for all supplies that GUC is responsible for paying for. This is for items such as paper plates, plastic ware, condiments, paper towels, hand soap, toilet paper, etc.

A monthly sum will be submitted on all months except June. By June 15, the contractor will submit and invoice with documentation to support all of GUC expenditures for the year and this will be a true up invoice to balance the account to zero for the year.

IX. Damages to GUC Property

Contractor is responsible to repair or replace any damages caused to GUC properties, such as: glass desk, conference room table tops, furniture, blinds, etc.

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Fire Extinguisher Inspections

If the extinguisher was not inspected the previous month then it should be noted as a safety concern on the inspection form. When the inspection is being performed within the same month the fire extinguisher expires, it should not be considered out-of-date or documented as a concern.

If an inspection is missed for a given month then the fire extinguisher must be changed out at Stores. When replacing a fire extinguisher, you must first check out the number of extinguishers you need from Stores then return the old ones. Do not leave a building without a fire extinguisher. Also, a fire extinguisher must be inspected when it is replaced. Tommy Gaylor will be changing out the fire extinguishers in November. Pay attention to the expiration date when you get a fire extinguisher because it could be getting ready to expire (12 months from the date punched).

Located in designated place

- No obstructions
- Operating instructions
- Safety seals and tamper indicators
- Determine fullness
- Examination
- Check pressure gauge reading or indicator
- Condition of tires, wheels, carriage, hose, and nozzle checked (for wheeled units)
- HMIS label in place

Monthly Inspections

- Open the *Powerheart™ AED* lid.
- Observe the change of the "status" indicator to **RED**.
- After less than 5 seconds, verify that the "status" indicator returns to **GREEN**.
- Observe the expiration date on the electrodes. Report expired electrodes to the Safety Office.
- Listen for voice prompts.
- Close lid and confirm the "status" indicator remains **GREEN**.

GREENVILLE UTILITIES COMMISSION

PROPOSAL FORM

NOVEMBER 5, 2019

The undersigned bidder hereby declares that it has carefully examined the enclosed detailed specifications for furnishing GUC with the services listed below. The undersigned bidder further agrees, if this quote is accepted within sixty (60) days from the date of the opening, to furnish any or all of the services upon the quoted prices.

DESCRIPTION	<u>PRICE WEEKLY</u>
Provide all cleaning equipment, chemicals, solutions, disinfectants and labor necessary to clean and maintain buildings:	
(Five (5) times per week.)	
(1) Administrative Headquarters – 40,182 sf.	\$ _____
(2) Express Office – 3,000 sf.	\$ _____
(3) Engineering Building – 22,845 sf.	\$ _____
(4) Building (A) – 11,300 sf.	\$ _____
(5) Meter Building – 8,820 sf.	\$ _____
(6) Stores (Bldg. E) – 3,849 sf.	\$ _____
(7) Garage (Bldg. D) – 900sf.	\$ _____
(8) Load Mgt. (Bldg. C) – 600 sf.	\$ _____
(9) Water Resources (Bldg. C) – 36 sf.	\$ _____
(10) Transformer (Bldg. B) – 1,200 sf.	\$ _____
(11) Electric, Water, Sewer (Bldg.) – 856 sf.	\$ _____
(12) Water Treatment Plants (Bldg. 1721 Water Way Road) – 12,540 sf.	\$ _____
(13) Wastewater Treatment Plant (Bldg. 240, 230, 200) – 5,992 sf	\$ _____
(14) Red Banks Road (617 Red Banks Road) – 7,000 sf	\$ _____
(One (1) Time Per Week)	
(15) LNG Plant – 665 sf.	\$ _____
(16) Gardner Training Center – 2,120 sf.	\$ _____
TOTAL	\$ _____

Method of Award:

Locations(s) (I -16) will be awarded as a total quote.

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

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WWTP Cleaning Schedule and Map

Administration Bldg # 240	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annual
OFFICES						
Empty Trash	X					
Vacuum Floor	X					
Spot Clean Carpet	X					
Clean Carpet					X	
Interior Windows			X			
Interior Window Sills		X				
Exterior Windows					X	
Furniture	X					
Clean Telephones		X				
Dust Blinds			X			
Clean interior doors			X			
High Dust			X			
Low Dust		X				
Hallways Sweep	X					
Hallways Wet Mop	X					
Buff Hallways		X				
Strip&Refinish tile					X	
Dust Baseboards		X				
Dust door frames		X				
Wall Mounts(pictures ect) dust		X				
Water Fountains clean	X					
Housekeeping storage Clean	X					

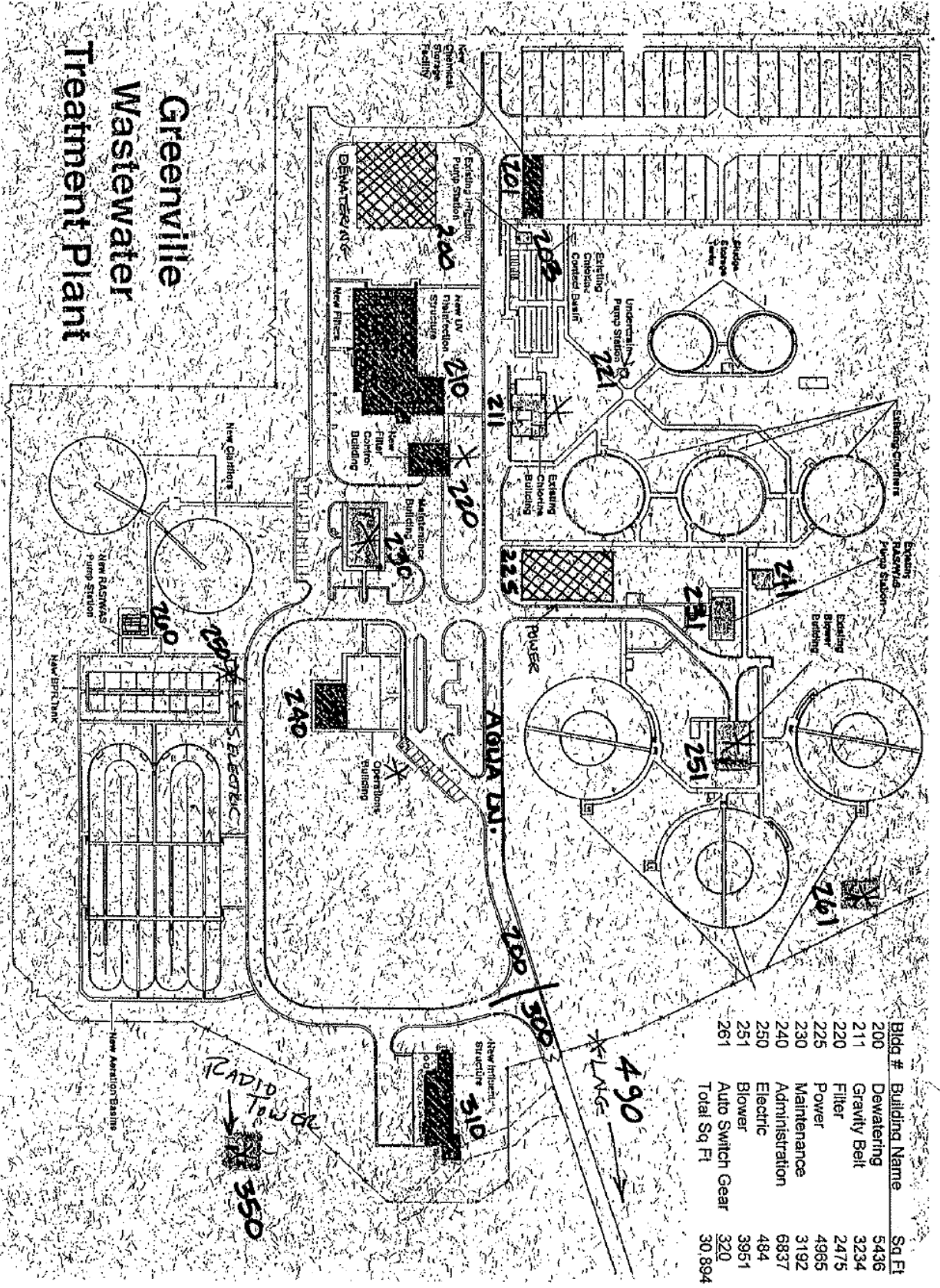
Greenville WasteWater Treatment Plant						
AREA	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annually
ENTRANCES						
Clean doors and frames	X					
Vacuum mats	X					
Sweep outside 15' from the door	X					
High Dust		X				
Low Dust	X					
Clean Glass	X					

Greenville WasteWater Treatment						
AREAS	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annually
<i>Bldg 200 Dewatering</i>						
<i>Wet mop Floor</i>	X					
<i>Sweep Floor</i>	X					
<i>Clean glass</i>		X				
<i>Clean Restroom</i>	X					
<i>Disinfect</i>	X					

Labs (Admin Bldg) # 240	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annual
Sweep Floors	X					
Wet Mop Floors	X					
Empty Trash	X					
Clean waste container		X				
Dust Blinds			X			
Interior Glass			X			
Exterior Glass					X	
Cabinet doors	X					
Strip & Refinish Floor					X	
OFFICES (Same a page one)						
Conference Room						
Dust and clean Table	X					
Dust Blinds	X					
Clean furniture	X					
High-Dust				X		
Low-Dust	X					
Vents ALL Areas			X			

Greenville WasteWater Treatment						
AREA'S	Daily	Weekly	Monthly	Quarterly	Bi-Annual	Annual
Housekeeping Storage Room						
Clean	X					
Shower Room <i>Restroom</i>						
Sweep	X					
Mop	X					
Disinfect	X					
BreakRoom						
Microwave Clean	X					
Sink	X					
Wipe Table	X					
Wipe chairs	X					
Dust mop Floor	X					
Wet Mop floor	X					
Vending Machine		X				
Stove	X					
Remove Trash	X					
Maintenance Office <i>Bldg 230</i>						
Same as page ONE	X					
Utility Sink	X					
Sweep concrete <i>/Crew Room</i>	X					
Dust mop/Wet mop tile	X					
Remove trash	X					
Clean <i>rest room</i>	X					

Greenville Wastewater Treatment Plant



Bldg #	Building Name	Sq Ft
200	Dewatering	5436
211	Gravity Belt	3234
220	Filter	2475
225	Power	4985
230	Maintenance	3192
240	Administration	6837
250	Electric	484
251	Blower	3951
261	Auto Switch Gear	320
	Total Sq Ft	30,894

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)

GREENVILLE UTILITIES COMMISSION

EXCEPTION/VARIATION FORM

Bidder'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. Bidders shall identify each exception or variation by specification page. The omission of exception or variation information shall be deemed by the Commission as the Bidder's intent to absolutely comply with the bid specification. If additional space is required, Bidder may reproduce this form as necessary.

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

Authorized Signature of Certification: _____

Print Name: _____

Firm Represented: _____

Address: _____

Holiday Schedule

MEMORANDIUM

TO: All Employees
DATE: August 1, 2018
SUBJECT: 2019 HOLIDAY SCHEDULE

The following holidays will be observed by the City of Greenville and Greenville Utilities Commission during 2019:

New Year's	Tuesday, January 1, 2019
Martin Luther King, Jr. Day	Monday, January 21, 2019
Good Friday	Friday, April 19, 2019
Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veterans Day	Monday, November 11, 2019
Thanksgiving	Thursday, November 28, 2019 Friday, November 29, 2019
Christmas	Tuesday, December 24, 2019 Wednesday, December 25, 2019 Thursday, December 26, 2019
New Year's (2020)	Wednesday, January 1, 2020

For 2019, the "floating holiday" has been designated as Thursday, December 26.

This information is being provided now in order to allow you to make personal plans for the use of the holidays.


Ann E. Wall
City Manager


Anthony C. Cannon
GUC General Manager/CEO

SECTION III

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

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

1.0 TAXES

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

2.0 INVOICES

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

3.0 PAYMENT TERMS

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

4.0 QUANTITIES

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

5.0 AFFIRMATIVE ACTION

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

6.0 CONDITION AND PACKAGING

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

7.0 SAMPLES

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

8.0 SPECIFICATIONS

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

9.0 INFORMATION AND DESCRIPTIVE LITERATURE

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

10.0 AWARD OF CONTRACT

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

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

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

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

11.0 MEDIATION/BINDING ARBITRATION

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

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

12.0 GOVERNMENT RESTRICTIONS

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

13.0 INSURANCE

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

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

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

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

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

14.0 PATENTS AND COPYRIGHTS

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

15.0 PATENT AND COPYRIGHT INDEMNITY

The Provider will defend or settle, at its own expense, any action brought against GUC to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages, and attorney fees finally awarded against GUC in any such action attributable to any such claim, but such defense, settlements, and payments are conditioned on the following: (1) that Provider shall be notified promptly in writing by GUC of any such claim; (2) that Provider shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that GUC shall cooperate with Provider in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from GUC modifications not authorized by the Provider or from the use of combination of products provided by the Provider with products provided by GUC or by others; and (5) should such product(s) become, or in the Provider’s opinion likely to become, the subject of such claim of infringement, then GUC shall permit Provider, at Provider’s option and expense, either to procure for GUC the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product.

16.0 EXCEPTIONS

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

17.0 CONFIDENTIAL INFORMATION

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

18.0 ASSIGNMENT

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

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

19.0 ACCESS TO PERSON AND RECORDS

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

20.0 INSPECTION AT BIDDER'S SITE

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

21.0 AVAILABILITY OF FUNDS

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

22.0 GOVERNING LAWS

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

23.0 ADMINISTRATIVE CODE

Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code 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 Manager. Do not contact the user directly. **These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by Provider and the GUC Procurement Manager.**

26.0 SITUS

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

27.0 TERMINATION OF AGREEMENT

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

28.0 DELIVERY

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

Time is of the essence with respect to all deliveries under this Agreement. Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) GUC Warehouse, 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 Manager
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.

GREENVILLE UTILITIES COMMISSION

By: _____
Anthony C. Cannon

Title: General Manager/CEO
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): Amy Wade

Title: Executive Secretary

Date: _____

(OFFICIAL SEAL)

COMPANY NAME:

By: _____

Name (Print): _____

Title: _____
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): _____

Title: Corporate Secretary

Date: _____

(CORP. SEAL)

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: _____

EXHIBIT C

CHANGE ORDER

GREENVILLE UTILITIES COMMISSION PROJECT CHANGE ORDER		Approved by Finance Change Order Number: CO-_____																								
Department: _____ Project Name: _____ Initiated By: _____ <input type="checkbox"/> Owner <input type="checkbox"/> Engineer <input type="checkbox"/> Contractor <input type="checkbox"/> Other _____	Date: _____ Vendor Name: _____ Vendor Address: _____ Vendor Contact: _____	Capital Project Number: _____																								
1. TYPE OF CHANGE: <input type="checkbox"/> Design <input type="checkbox"/> Engineering <input type="checkbox"/> Scope <input type="checkbox"/> Other _____ 2. REASON FOR CHANGE: <input type="checkbox"/> Owner <input type="checkbox"/> Vendor <input type="checkbox"/> Safety <input type="checkbox"/> Construction <input type="checkbox"/> Cost <input type="checkbox"/> Schedule 3. CHANGE ORDER DESCRIPTION: _____ Change Order Justification: _____																										
4. ACCOUNT NUMBER: _____ 5. SCHEDULE IMPACT: <input type="checkbox"/> No Impact <input type="checkbox"/> Schedule Impact																										
		6. Project Delay Of: <input type="checkbox"/> Days <input type="checkbox"/> Weeks <input type="checkbox"/> Months <small>Check One</small> Start Date: _____ Finish Date: _____ Total Time Delay: _____																								
7. ESTIMATED COST: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Project Mgmt _____</td> <td style="width: 10%;"><input type="checkbox"/> Add</td> <td style="width: 10%;"><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Engr/Design _____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Construction _____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Labor _____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Materials _____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Other Direct _____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Indirect _____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Total Change Order Amount: _____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> </table>			Project Mgmt _____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct	Engr/Design _____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct	Construction _____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct	Labor _____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct	Materials _____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct	Other Direct _____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct	Indirect _____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct	Total Change Order Amount: _____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct
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8. REVISED CAPITAL PROJECT COST: Original Budget: \$ _____ Revised Estimate to Complete: \$ _____																										
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RETURN TO FINANCE AFTER GM/CEO SIGNATURE