

ADVERTISEMENT FOR BIDS

Sealed proposals will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 PM (EDST) on March 25, 2020 and immediately thereafter publicly opened and read for the furnishing of Pallet Racks, Shelving and Installation.

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

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

SECTION I

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 Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 PM (EDST) on March 25, 2020, the day of opening. Bids submitted in a fax or e-mail in response to this Invitation for Bids **will not be acceptable.**

2.0 STANDARD FORMS REQUIRED

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

3.0 PREPARATION OF BID

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to PROCUREMENT MANAGER, GREENVILLE UTILITIES COMMISSION, 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 Manager, 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 Manager, 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 prop

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SECTION II
GREENVILLE UTILITIES COMMISSION
SPECIFICATIONS FOR PALLET RACKS, SHELVING AND INSTALLATION
MARCH 25, 2020

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1. Introduction

The recipients of this Request for Bid document are invited to submit a quotation for Pallet Rack and Shelving for the Greenville Utilities Commission (GUC).

1.1. Project Background

It is the overall objective of Greenville Utilities Commission to develop a new storage facility.

1.2. St. Onge Company

St. Onge Company has been requested by Greenville Utilities Commission to provide RFB development, as well as engineering support for their new Central Stores Warehouse to be located in Greenville, NC 27834.

1.3. Statement of Project

This RFB includes general guidelines, requirements, and design parameters for quotation submittal. Please read all instructions carefully. In evaluation of responses to this document, Greenville Utilities Commission and St. Onge Company will work together as part of the "selection team". Bids for new Pallet Rack and Shelving will be evaluated and described for the project. It is the intent of Greenville Utilities Commission to solicit bids for the Pallet Rack and Shelving for the Greenville Utilities Commission storage facility. This RFB is that solicitation.

1.4. Purpose of Document

This RFB is being sent to other qualified companies for competitive bidding. You have preliminarily been thought of as a possible Supplier/Bidder; therefore, your response should address your capabilities and approach to the service or product requested.

There are two (2) primary purposes of this RFB document:

- Provide to qualified Respondents, sufficient information to understand the project in a uniform manner; and
- Establish a common response format to allow efficient and meaningful comparisons between bids.

To achieve these objectives, Respondents must respond in the indicated format, answering all required RFB sections, and clearly indicating any assumptions or exceptions taken in responding. While we invite innovative responses, respondent bids will be evaluated based upon their ability to meet requirements of the RFB.

This document is to provide functional criteria, descriptions and instructions to solicit bids and award a contract for purchase of new Pallet Rack and Shelving for the layout as shown on the St. Onge Drawing. Various details are also described in this document. Additionally, this document describes the format to which the submitted bid shall conform. Following this format will expedite the evaluation and selection process.

1.5. Confidentiality

All equipment, distribution processes, and documentation relating to such equipment and processes to be confidential and proprietary information. The Supplier/Bidder will not distribute, disclose, or

disseminate in any way such information to anyone except its employees who are involved in this project.

All information relating to the Project described in the Request for Bid documents is considered to be confidential information. This includes not only technical and requirements information, but also non-technical information such as costs, prices, sizes of equipment, quantities, materials, etc. The Supplier/Bidder agrees to keep such information in confidence. No information relative to the Project shall be released by the Supplier/Bidder, either before or after completion of the project, for publication or for advertising purposes without prior written consent.

1.6. RFB Examination and Interpretation

Supplier/Bidder has been furnished with a set of RFB documents. All RFB documents remain the property of St. Onge Company and are to be returned upon request by The St. Onge Company.

Supplier/Bidder shall be responsible for its own review and familiarization with the Request for Bid documents, the site, and the areas adjacent to the site. Supplier/Bidder shall promptly notify the GUC contact of any ambiguity, inconsistency or error that they may discover upon examination of the RFB documents or of the site and local conditions.

This specification is based on minimum standards that the Supplier/Bidder is required to meet. Where the word "minimum" is so stated in the RFB, the Supplier/Bidder must determine whether the stated design (material, dimensions, etc.) meets the functional specification. The Supplier/Bidder may upgrade the minimum where deemed necessary. The Supplier/Bidder may not downgrade the minimum requirements. Responsibility for this review rests with the Vendor.

Supplier/Bidder requiring clarification or interpretation of the Request for Bid documents shall make a written request via e-mail to Cleve Haddock, CLGPO, Procurement Manager, at (252) 551-1533, haddocgc@guc.com. within ten (10) calendar days of the bid due date.

Any interpretation, correction, or change in the RFB documents will be by written addendum or clarification. Interpretations, corrections or changes to the Request for Bid documents made in any other manner will not be binding, and the Supplier/Bidder shall not rely upon such interpretations, corrections and changes. Written addendums or clarifications will be fully documented and distributed to all parties.

1.7. References

Supplier/Bidder Shall provide a minimum of 5 references for Greenville Utilities Commission to contact.

References shall be for similar size projects and shall include customer's contact information and a brief description on the projects.

1.8. Submission of Bid Documents

Submitted bids shall be made in hard copy and electronically, with requested pricing and technical information and filled out in the attached files. The excel file shall have all tabs and blanks completed. **An authorized officer of the Supplier/Bidder shall sign original hard copies and have the signed hard copy bid delivered by the same deadline as the electronic submittal. Late bids will not be considered.**

Electronic bids shall contain “Bid for Pallet Rack, Shelving and Installation” in the Subject line and be emailed to:

haddocgc@guc.com, Cleve Haddock, CLGPO, Procurement Manager

Original signed hard copies of the completed bid, with required attachments, shall be submitted in sealed envelopes clearly marked as “Bid for Pallet Rack, Shelving and Installation” along with the Bid Bond cash payment. Hard Copies of the bid are to be delivered to the following address:

Greenville Utilities Commission
Attention: Cleve Haddock, CLGPO
Title: Procurement Manager
401 South Greene St.
Greenville, NC 27834
E-mail: haddocgc@guc.com
Telephone: 252-551-1533

1.9. Bid Review Time Frame

Bids, both hard copy and electronically, not received by 3:00 PM (EDST) on March 25, 2020, will not be accepted. Late bids will not be considered.

No fax bids will be accepted.

Bids shall constitute an offer to do business, which shall remain open for acceptance for a period of ninety (90) days from bid submission. Prices quoted will remain firm during this period.

1.10. Project Schedule Time Frame

Greenville Utilities Commission anticipates the delivery, installation and acceptance to be complete by **08/14/2020**.

As part of the Bid, Supplier/Bidder is to provide a proposed schedule for the project.

Anticipated Schedule of Events

Event	Date
Issue Request of Re-Bid to Supplier/Bidder	February 27, 2020
Bids due from Selected Suppliers	March 25, 2020
Evaluate bids, publish follow up questions	April 3, 2020
Supplier/bidder selection and tentative award	April 10, 2020
Shop Drawing review	May 8, 2020
Delivery	July 27, 2020
Delivery, installation and acceptance completed (Including punch list and acceptance tests)	August 14, 2020

Supplier/Bidders should attempt to minimize the time frame to allow for an earlier completion date, if possible. It is the responsibility of the Supplier/Bidder to obtain all permits that will be needed for the system within the outlined schedule.

1.11. Project Schedule Submissions

With the Bid, the Supplier/Bidder shall submit a firm schedule for the delivery. At a minimum, this schedule shall detail the elements and duration relating to the following milestones.

1. Fabrication Time Line. This milestone constitutes a schedule approval for the procurement and fabrication of major components. This schedule shall be reviewed and updated by the Supplier/Bidder with approval by the Owner.
2. Shipment to Site. This milestone constitutes the approval by the Owner of the scheduled delivery date(s) to the job site. Any deviations from the required schedule defined in this document are to be approved in writing at least ten (10) working days prior to shipment.
3. Delivery and Set Up. Upon receipt, the pallet rack material/components Supplier/Bidder will unload the equipment/ equipment components. The Owner reserves the right to make a complete inspection of delivered materials at this time. Upon approval, the Supplier/Bidder shall begin or continue installation, training and commissioning as required for the system.
4. Acceptance. The Supplier/Bidder shall be responsible for a quality reliable product that meets the criteria, capacity and performance described in all sections of this request.

1.12. Evaluation 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.

Greenville Utilities Commission reserves the right to add, delete, or modify this RFB at any time with respect to consideration of any or all Bids. The selection team will consider all of the following criteria in making the final selection for award.

1. Compliance and responsiveness of the Equipment Supplier/Bidder Bid to all requirements of this document. This includes responsibilities to the equipment scope, technical submissions, project management, workmanship, working conditions, commercial terms and conditions, and confidentiality requirements.
2. Quality and content of technical submissions.
3. Competitiveness of the prices and terms offered.
4. Competitiveness of proposed schedule of completion. The ability to comply with the proposed schedule will be considered a great benefit.
5. Equipment rated performance. The ability to exceed minimum requirements will be considered a significant benefit.
6. The demonstrated commitment to fully supply equipment that meets the functional requirements of the buyer.
7. Confidence in general qualifications and capabilities of the Supplier/Bidder. This will include warranty, guarantee, and service capability and performance reports from prior customers.
8. Warranty period, especially unconditional warranties for parts and labor, will be considered a benefit.
9. Financial health and stability of Supplier/Bidder, sub-contractors and manufacturers.

An award and purchase contract shall be subject to final agreement on all terms of the contract between Owner and Supplier/Bidder.

1.13. Terms and Conditions

Greenville Utilities Commission Terms and Conditions are provided at the end of this document.

1.14. Prices

1. All prices quoted shall be in US Dollars utilized at date of Bid. Pricing proposed is to be F.O.B. Destination, to the Greenville Utilities Commission facility in Greenville, NC and shall include any required permit fees.
2. The Supplier/Bidder represents that the price charged for the items or services covered by the Bid is the lowest price charged by the Supplier/Bidder to buyers of a class similar to the Owner under conditions similar to those specified in this RFB and that prices comply with applicable government laws and regulations in effect at time of quotation.

1.15. Exceptions and Alternatives

1. Exceptions taken to the base scope, technical requirements, working conditions, project management requirements or commercial terms and conditions are to be clearly noted in the Supplier/Bidder Bid.
2. Supplier/Bidder are encouraged to present, as alternatives, any changes or modifications that would improve the overall operations or offer a cost reduction potential to the Purchaser with no impairment to the performance requirements set forth in the RFB. Such modifications shall be presented in the form of an addition, deletion or substitution to the base bid as described in the RFB.

1.16. General Definitions

1. **Request For Bid** - This document contains information required for Pallet Rack and Shelving bids. The RFB is based upon the preferred approach developed for the facility. It includes the equipment descriptions, performance requirements, proposed schedule and general instructions for this specific equipment. Any subsequent contract awarded shall integrate the requirements, instructions, terms, conditions, specifications and standards referenced in this document. Any specific exceptions must be noted in the Supplier/Bidder bid. Blanket exceptions to the terms will not be considered.
2. **BUYER** - Also referred to as Owner or Purchaser.
3. **SUPPLIER/BIDDER**- this term refers to those equipment manufacturers from whom bids are being solicited. From this potential Supplier/Bidder base, a Supplier/Bidder will be selected and a contract awarded.
4. **Project** – Central Stores Warehouse
5. **Selection Team** – the group who will evaluate all facets of the bids and choose a Supplier/Bidder.

2. Scope of Work

2.1. *Base Scope*

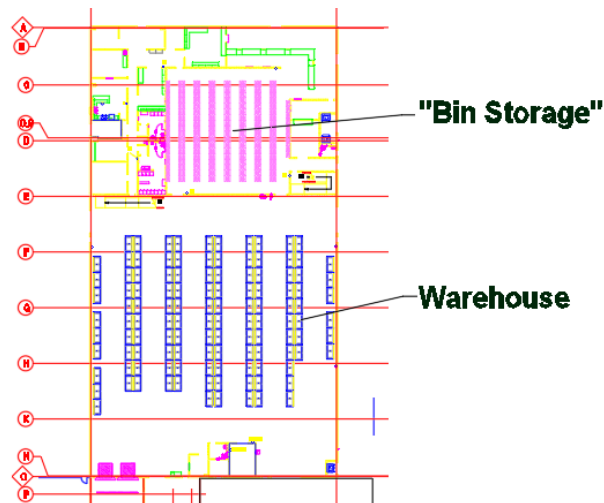
The following outlines the base scope and proposed content relevant to this RFB. The scope of the project includes furnishing all detailed engineering, documentation, materials, training and labor to design, fabricate, deliver, assemble, install, debug, start up and support acceptance testing of the Pallet Rack and Shelving and accessories required.

Equipment components are to be of the manufacturer's standard design and pre-engineered tolerances. Dimensions reflected in the facility layouts and rack details are not intended to limit the selection of standard mobile equipment of the type regularly offered to the trade. RFB requirements reflected can be considered nominal; however, any deviation must be approved in advance by the Project Manager. A summary of requirements by equipment type is provided below:

Description
Single Deep Pallet Racking incl. accessories – Warehouse Area
Delivery and Installation – Pallet Racking incl. accessories, Warehouse Area
Shelving incl. accessories – “Bin Storage” Area
Delivery and Installation – Shelving incl. accessories, “Bin Storage” Area
Warranty

2.2. *Pricing*

Greenville Utilities Commission is interested in the purchase pricing for all Pallet Rack and Shelving and related equipment.



2.3. Optional Scope

Option pricing is requested for the following items unless these items are already included in your base pricing. Separate pricing for these items is required.

3. Design Data and Storage Requirements

3.1. Hours of Operation

The facility will normally operate on a 1 shift schedule 5 days per week, 7:00 A.M. to 5:00 P.M. During times of emergency, the operation will run longer hours to handle demand.

3.2. Environment

All equipment shall be installed in an **ambient** warehouse facility. Temperature variance is expected between 45 and 90 degrees Fahrenheit and a relative humidity of 50 to 95 percent.

3.3. Clear Height

The facility shall have the following clear height interactions:

Warehouse

- Clear height of the facility will be 28' to the bottom of the bents at the lowest point.
- The top of the highest palletized load is 308", (25'-8").

"Bin Storage"

- Clear height of the area will be 14' +/- to the bottom of the ceiling (field verify).
- The top of product is 144", (12'-0").

3.4. Floors Finish

The floor is expected to meet at a minimum level, the following criteria:

Floor slab thickness is 7 inch, reinforced slab w/ "4 @ 15" o.c. each way, on top 8 inches of compacted dense graded aggregate with fines.

Floor flatness and floor level is anticipated as (Ff) rating of 45 and Level (Fl) of 35.

The selected SUPPLIER will be responsible for field verifying floor conditions.

3.5. Aisle Interfaces

1. Electric Sit Down Counterbalance Truck with Pneumatic tires
 - Minimum work aisles will be a minimum of 13'0" (156 inches) product to product in pallet storage aisle.
2. Wave Order Picker Vehicle
 - Minimum work aisles will be 5' 2" (62 inches) shelf to shelf in shelf storage area, with two aisle restrictions where the aisle will narrow to 40" clear around building columns.

4. General Pallet Rack Requirements

The requirements of the contract Forms, the Conditions of the Contract shall apply to this document.

SCOPE

Work required under this Section includes the furnishing of all labor, materials, tools, equipment and supervision necessary for the complete design, manufacture, delivery and installation of pallet rack as shown on the project drawings and/or as specified herein.

RELATED WORK

SECTION 5.0, Single Deep Selective Pallet Rack

SECTION 6.0, Shelving

4.1. Design Requirements

DOCUMENTATION

Standard Supplier/Bidder Details

Standard Supplier/Bidder details reflecting the proposed materials are to be submitted with the Bid.

Approval Drawings

Approval drawings are to be supplied to the Purchaser's Project Manager for approval prior to the fabrication of the racks. The shop drawings for approval are to be approved and stamped by a licensed Professional Engineer in the state that the facility is located. At least two (2) sets are to be submitted for review and approval. One set will be returned to the Supplier/Bidder signed as "approved" or "approved as noted". Drawings are also to be supplied electronically. (AutoCAD release 2013 or higher.)

Post Installation Drawing Submittals

The Supplier/Bidder shall provide two (2) complete sets of prints of as built rack layouts at the conclusion of installation. The Supplier/Bidder shall supply updated, as built, reproducible drawings within six (6) weeks after final acceptance. These can be submitted on CD in AutoCAD (Release 2013 or higher).

Structural Calculations

A set of structural calculations is to be provided to the Purchaser for their reference and files. These calculations are to provide all data to verify structural assembly and integrity of the storage system. All structural calculations shall be reviewed and sealed by a Professional Engineer registered in the state where pallet rack system will be installed. This includes any rack that is relocated or reconfigured.

Structural calculations dealing with the floor slab's capacity to support the loading imposed on the floor slab by the pallet rack structures shall be the responsibility of the Supplier/Bidder and included in the structural calculations provided to the Purchaser.

Materials Certification

Supplier/Bidders are required to collect and submit by Lot or heat number Mill test certification reports. Copies of such reports are to be forwarded to the Purchaser and Project Manager immediately upon receipt by the Supplier/Bidder.

Welding Certification

All welding shall fully comply with requirement of American Welding Society's codes as amended to date. All welding shall be under direct supervision of qualified personnel. Welding operators shall have been certified within twelve (12) months prior to work on this project, except that personnel continuously employed as welders may be accepted on basis of satisfactory reports dated not more than two years prior to project start. Certificates (copies) are to be provided to the Purchaser and Project Manager.

Spare Parts List

The Supplier/Bidder shall provide a complete list of recommended spare parts with prices and estimated delivery times. This information shall be submitted with the Bid.

WORKMANSHIP AND RACK REQUIREMENTS

Goods manufactured or supplied by Supplier/Bidder shall comply with all applicable codes, rules, orders, ordinances, regulations or requirements issued hereunder, and shall indemnify Purchaser against any damages by reason of violations of this section.

Pallet rack components that fail to conform to the design criteria shall be repaired or replaced in an approved manner to assure design strength and function. The Supplier/Bidder shall provide this service at no additional expense to the Purchaser and shall execute such work in a timely manner.

Materials

All material and pallet rack components shall be new, unless otherwise specified, and the product of a reputable manufacturer.

Steel shall be not less than A36 classification with a minimum yield of 50 KSI (also referred to as A36 / Modified 50). Intended materials quality information is to be submitted with the bid. Such shall include, at minimum, the expected KSI rating of the steel and the type materials to be used. Quality of materials to be provided will be considered during the evaluation process.

Serviceability and Clean Design

In the selection of rack components, consideration will be given to the accessibility of the style of rack for cleaning purposes. Supplier/Bidder shall consider this in the selection of materials to be proposed.

Component designs shall be of modular configuration for ease of maintenance and repair.

All double-posted uprights will need to be capped to prevent the potential accumulation of dirt within the rack uprights.

Standards and Codes

The Supplier/Bidder's equipment shall be designed and conform to latest applicable Occupational Safety and Health Act Regulations and any and all ANSI, AISC (America Institute of

Steel Construction), AISI (American Iron and Steel Institute) and RMI latest revisions and all other applicable federal, state and local codes, laws and regulations.

Occupational Safety and Health Agency

OSHA Safety and Health Standards (29 CFR 1910), United States Department of Labor, Occupational Safety and Health Administration, OSHA 2206 - latest issue. Copies of the above may be obtained from the OSHA Regional Office in your area.

American National Standards Institute

"Specification for the Design, Testing and Utilization of Industrial Steel Storage Racks" (ANSI MH 16.1:2012)

"Safety Practices for the Use of Industrial and Commercial Steel Storage Racks" (ANSI MH16.2-1984) – revisions in 1996

"Design, Testing and Utilization of Welded-Wire Rack Decking" (ANSI MH 26.2 - 2007)

Copies of these documents may be purchased from the American National Standards Institute, Sales Dept., 25 West 43rd Street, 4 floor, New York, NY 10036 (Phone: 212-642-4900, FAX: 212-398-0023).

Rack Manufacturers Institute (RMI)

America Rack Manufacturers Institute as part of the Material Handling Industry of America

"MH16.1 - Specification for the Design, Testing and Utilization of Industrial Steel Storage Racks", published 2012.

Contact publications@mhia.org by E-Mail, or write to: 8720 Red Oak Blvd., Suite 201, Charlotte, NC 28217-3992 USA. (Phone: 704-676-1190).

Safety Factor

The minimum factor of safety base on yield strength shall be 1.65 unless greater is called for elsewhere in this specification or required standards. The rack Supplier/Bidder shall provide certified test reports on the actual steel used in these pallet racks and, if requested, shall provide such engineering computations and data to verify the design strength and deflection.

Seismic Load Design

The Supplier/Bidder shall be responsible for verifying the seismic zone rating and providing equipment that is accordingly designed. All design features outlined in this document should conform to the IBC Zone requirements for the location where the rack system will be installed.

Seismic design shall conform to RMI 2012 or American National Standard ANSI MH 16.1: 2012 or latest revision accepted by all local authorities.

1. Racks shall be designed assuming 100% load occupancy of the heaviest load without reduction.

Attachments to Building

All rack equipment installed under this contract shall be floor supported and freestanding. No attachments to the building structure (walls or ceiling trusses) will be permitted. Where cross aisle ties are required, the Supplier/Bidder is to identify this in the Bid.

Base Plates

Base plates or footplates shall be provided on the bottom of all upright posts.

Base plates shall be of adequate capacity and size to support the upright column without any deflection of the base plate. The base plate shall be of the appropriate size to accommodate the seismic zone, floor loading, anchoring to the floor and facilitation of fork truck accessing/"driving into" the pallet rack. This shall be coordinated with the Engineer of Record, Purchaser or landlord.

Base plates shall not extend into the storage bays more than $\frac{1}{4}$ ", to the right or left of the upright post.

Base plate shall be designed and sized to distribute load per facility floor design and conditions.

Base plates for upright posts that include a welded post protector shall be a single continuous base plate for the upright post(s) and the post protector.

Minimum base plate thickness shall be $\frac{1}{4}$ ".

Base plates shall be designed, where practical, to allow the anchors to be mounted within the width of the upright posts as shown below.



Base plates for upright frames with bull nose protectors shall be designed to follow the profile of the bullnose.



Floor Anchors

Upright frames via base plates are to be anchored to the floor in a positive and secure manner using fasteners of a style that permit ready removal (HILTI or equivalent anchors).

Base plates shall be anchored to the concrete floor with minimum of one anchor bolt per base plate (following all structural and seismic requirements).

Anchors shall be installed in strict compliance with the anchor manufacturer's specification.

This includes, but is not limited to, minimum spacing between anchors, anchor torque, and minimum edge distance. The minimum embedment shall be in accordance with the engineer of record (i.e. Structural P.E. who approved and stamped the drawings for permits, licensed in the state where the rack structure will be installed).

Each bull-nose post protector shall also be secured to the floor with a separate ¾" anchor. Suppliers may note exception to the bull-nose post protector anchoring requirement as an alternate. Proposed alternate bull-nose post protector anchoring or preferred procedures shall be noted as an alternative to the base bid, with the rationale for that position include in bid. Alternates to the Base bid shall be clearly identified as an Add or Deduct to the Base bid.

High resin or epoxy adhesive anchors may be used where location will be too close to a floor joint for the standard anchor, if approved by the pallet rack manufacturer's Engineer of record. Pallet rack manufacturer's Engineer of record shall provide a letter of approval. **High resin or epoxy adhesive anchors must be suitable for the dynamic load and installed in accordance with the manufacturer's instructions.**

Anchors **may not** be installed into slab construction or expansion joints without prior written approval by the A&E of record and the engineer of record for the pallet rack design (Structural P.E. who approved and stamped the pallet rack drawings for permits). Every effort shall be made to avoid this situation.

Anchors may only be installed into saw cuts joints with anchors designed for this condition, prior approvals by the A&E of record and the engineer of record for the pallet rack design (Structural P.E. who approved and stamped the pallet rack drawings for permits).

The Supplier/Bidder is responsible to field verify slab joint locations and notify the project manager of any problems relative to anchors.

Supplier/Bidders are to supply the overall length and the minimum embedment of anchors with the bid.

Shims

Shims will be used to level each upright to plumb over the total height of the upright, following specified guidelines. Shims will also be used to fill any space between the foot plates of the assembled racking and the floor before anchoring. Shims should conform to the footprint of the base plate. Depth of shims is to be provided data. Perforated shim stock is not to be utilized.

Upright / Frame

Upright columns/posts shall be designed using a minimum safety factor of 1.92, based on the minimum yield point of steel used.

All rack center line dimensions are shown on St. Onge drawings.

Fully welded frames are required. Knock-Down type frames are not acceptable.

Uprights shall be of continuous construction. No splices or connections will be allowed, with the exception of frame extension for cross-aisle ties, where the extension connection is a minimum of 10" above the highest load beam.

The rack uprights are to be suitably braced internally to safely support the intended loads and will be tied back-to-back to provide a rigid and stable structure. Bracing is to be of the manufacturer's standard design. The quantity of bracing shall be determined by the Supplier/Bidders engineering structural standard. The uprights will support the load beams on which unit loads will be stored.

Rack system shall be designed to allow the Purchaser to reconfigure any rack bay, to any rack elevations illustrated on the drawing(s) or with-in this document without requiring additional structural calculations.

Bottom Bracing

The bottom of the first, or lowest, front to back horizontal bracing must be located a maximum of 4 inches above the finished floor.

Bracing design and drawings are to be supplied with the bid.

Frame Height

Uprights shall be the same height to maximize future flexibility. All the rack frames should be identical.

Adjustability

Upright frames shall be constructed for maximum ease of assembly and vertical adjustment of load beams on two-inch (2") increments or less in order to meet the vertical load beam spacing as shown on St. Onge Drawings.

Upright Rated Capacity

Rack upright frames shall be designed to provide a rated capacity equal to or greater than the rack elevations depicted in the drawings and specifications, including the weight of the supporting rack structure.

Rack upright frames capacities shall take into consideration at a minimum, the number of storage levels, positions on each storage level, maximum weight of unit loads and unsupported lengths for each level.

Upright Frame Reinforcement

If called for in sections of this specification, provide:

Impact post / "front doubler"

All frontal (aisle side) upright posts shall be double posted in all rack. All double posting shall be capped. The reinforcing column shall reside within the frame depth.

Transfer Bar

Transfer Bar in selective rack shall go from the rear of the aisle side "front" post or doubled post/column to the rear post/column.

The Transfer Bar shall be unpunched upright material with a width equal to the width of the upright post.

The bottom of the Transfer Bar shall be 4" above finished floor level. Transfer Bar shall be designed and installed to provide a smooth transition at each upright/column junction and prevent snagging a unit load or the forklift.

Bull Nose post protector (Welded post protector)

If called for in sections of this specification, provide:

All frontal (aisle side) upright posts shall require a fully welded post protector of a bull-nose type design. All bull-nose post protectors shall include a bull-nose cap. The bull-nose protector shall be constructed of structural materials.

Bull nose post protector shall not project toward the aisle further than the pallet overhangs the load beam.

Fasteners

Nut and bolt connections shall use grade 5 or better and **Nylock type** nuts locking hardware. Bids for other locking hardware in place of the Nylock type nuts shall be as alternates.

Bolt lengths must be sufficient such that at least two (2) threads project past the ends of nuts.

No bolt heads or other projections may protrude in such a way as to possibly snag or hinder the movement of pallets or create a hazard for proper maintenance of these fasteners.

All bolts shall be tightened to AISC standards or rack manufacture's requirements. **Rack Manufacturer shall provide torque values for bolted connections with their bids.** Minimum torque requirements shall be agreed to prior to installation.

A minimum of 5% of the bolted connections will be inspected at random by the Purchaser. If this inspection finds any loose bolts, the installer shall be required to re-check all bolted connections at no cost to the Purchaser and resubmit the system for inspection.

Load Beams / Load Arms and Rails

Pairs of load beams / load arms and rails in the storage racks will support one (1) or multiple unit loads between each bay's uprights.

End Connector Construction

Load beams shall be secured to the upright columns in a positive manner by means of either the interlocking type or bolted type end connectors.

All beams shall have identical end connector configuration.

Load beams may not be welded or fastened to the upright member in a manner that is not readily removable or adjustable.

If an interlocking type connector is used in the assembly of the rack components, a positive locking device shall be incorporated in the design that shall be capable of resisting a minimum of 1,000 lb. upward lifting force from material handling equipment.

End connector detail shall be provided with Bid.

Rated Capacity: Load Beam / Load Arms and Rails

The rack load beams / load arms and rails, shall be designed to provide a minimum rated capacity greater than the combined maximum weight of the unit loads to be stored on those beams. (E.g. 3,000 lbs. per pair of one (1) wide beams and 6,000 lbs. per pair of two (2) wide beams).

Rack load beams / load arms and rails, shall be designed to withstand an additional vertical impact force in the most unfavorable location, in a fully loaded condition. The impact force shall be equal to a minimum of 25% of the maximum unit load weight.

Rack load beams / load arms and rails, shall be designed using a minimum safety factor of 1.65, based on the minimum yield point of steel used.

Rack load beams / load arms and rails, shall be clearly marked with unit load maximum weights for easy identification by forklift operators. **Load beam markings shall be by stenciling or labels.**

Allowable Deflection: Rack load beams

The deflection of rack load beams, shall not exceed values listed for each rack type. No permanent deflection or deformation shall be allowed. Deflection expected for the materials selected shall be provided with Bid.

Load beam construction

Structural beams are to be installed with the open face of the channel oriented to the inside of the rack. Cold rolled beams are to be installed with the beam step oriented to the inside of the rack.

The smooth face of load beam shall be flush or near to flush with the column.

Back to Back Row Spacers

Back to back row spacers are to be provided to tie the rows of racking together in a positive manner to maintain the appropriate row separation as designed.

The clear flues spaces between the backs of rack rows shall be 6" between unit loads or rack structures, if rack types do not have any unit load overhang.

The placement of back-to-back row spacers shall be clearly called out in the installation drawings.

End of Row Protection

End of row protection shall be provided as called for in sections of this document.

End of row protection shall be provided at each end of a rack row, including at tunnels or aisles.

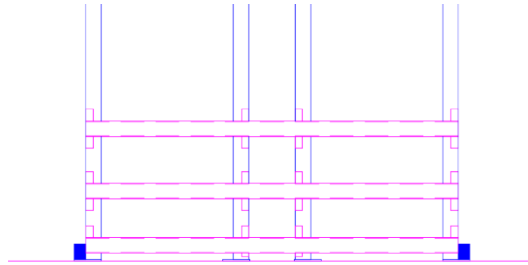
Frame Mounted End of Row Protection

Frame mounted end of row protection shall be of welded steel construction the full depth of the rack and be bolted to the rack frames. Frame mounted end of row protection shall be painted safety yellow or orange and protect a minimum of 36 inches in height above the floor.

Frame mounted end of row protection shall be constructed of 4" C-Channel (legs turned toward the upright frame) and contain three sections spaced vertically 12 to 18 inches apart and

mounted to upright frames with a connector plate at each column. All exposed corners of steel members shall be rounded and smooth.

Top of channels heights shall be approximately 6", 20" and 36" above finished floor.



Free-Standing End of Row Protection

Free-standing end of row protections shall be constructed of posts with baseplates anchored to the slab and 3 horizontal 4" C-Channel (legs turned toward the upright frame) spaced vertically 12 inches apart. Free-standing end of aisle protection shall be painted safety yellow or orange and protect a minimum of 36 inches in height. Top of channels heights shall be approximately 6", 20" and 36" above finished floor.

Free-standing end of row protection posts/baseplates anchored to the slab with 4 expansion anchors each. Post and base plates shall be designed not to extend into the storage aisle or cross aisle/tunnel. All exposed corners of steel members shall be rounded and smooth.

End of row protection detail to be provided with bid.

Pallet Supports Bars

Supply and install supports (2 per pallet to be stored) between each pair of rack load beams to prevent pallet loads from falling through the load beams in the event a pallet load is inadvertently hit and moves.

Pallet support bars shall be designed to support the maximum unit load weight with the unit load bearing on one load beam and both support bars.

Each end of the pallet safety support bar shall be secured to its respective load beam to prevent its being knocked or vibrated loose during normal storage activities. Materials for the pallet support braces are to be specified by the Supplier/Bidder.

Pallet Stops

Pallet stops shall be designed and installed to come in contact with only the pallet and not contact or damage the product on the pallet.

Single Deep and Double Deep Rack

Provide pallet stops as required in sections of this document. Pallet stop options for Single deep and Double deep pallet rack include:

"Z" type pallet stops

“Hat section” pallet stops

Full Bay Width Pallet Stops

Floor Mounted Pallet Stops

Pushback Rack

Provide stops in push-back rack to prevent the front unit load from being pushed out of the storage position by unit loads behind the front position.

Provide stops in push-back rack to prevent the rear unit load and rear cart from moving past the rear face of the upright frames or end of cart rail.

Drive-in Rack

Pallet stops shall be provided on each pallet support rail at the rear of the Drive –in rack structure. Pallet stops shall be designed as not to shorten the useable storage depth of the pallet support rails.

Wire Decking

Wire decking shall be required at all “Bridged” or tunnel pallet locations along cross aisle and egress areas. Additional wire decking shall be required where called for within this document or on the drawings.

Drop-in waterfall design required.

Each wire deck section shall have a minimum of 3 reinforcement members or channels, spanning “between” the load beams.

Wire Decking for unit load storage locations shall be constructed of a minimum 4 ga wire in a maximum of 2” x 4” pattern. The minimum load capacity of each wire deck shall match the storage position’s weight capacity.

Wire Decking for case storage locations shall be constructed of a minimum 4 ga wire in a maximum of a 2” x 4” pattern. The minimum load capacity of each wire deck shall match the storage position’s weight capacity.

Wire decking shall be fastened into place by a mechanical fastener(s) in each beam.

Wire decking that does not have the capacity to support the weight of the entire unit load without permanent deforming the decking shall also have pallet support bars installed in addition to the wire decking.

Baffles - Fire Protection Baffles

Provide baffles at level(s) indicated in the rack elevations. Baffles shall conform to the requirements of the fire protection system and code requirements.

Netting

Netting shall be provided as required in section of this specification.

The netting shall prevent cases falling from overhead locations to the floor behind the racks and injuring pedestrians. The stopping of the unit load itself is ensured by the pallet stop.

The netting has to be fixed to the uprights with stand-offs as not to interfere with the unit load's storage and retrieval. The netting shall be installed in several bolted sections that permit easy maintenance and repair.

Netting shall be provided and installed from the second level load beams up to a minimum of 10" above the top of product on the highest level has to be covered by the netting.

Netting shall be made of nylon with a maximum 75mm x 75 mm (3"x3") weave openings. Steel cable with a plastic protective coating shall be used to support the netting. Steel cable shall be a minimum of 5 mm without the protective coating.

Capacity Plaques

Provide and install capacity plaques on each row end upright. Capacity plaques shall, at a minimum;

- Have an area of not less than 50 square inches
- Show in clear readable text, minimum 3/4" tall, the maximum permissible unit load weight
- Show in clear readable text, minimum 3/4" tall, the maximum permissible total load per bay

A mockup of the proposed capacity plaque and plaque mounting shall be submitted to the Purchaser for approval as part of the functional design review and drawing approval.

Finishes

Supplier/Bidders are to identify in the bid the method of painting to be used.

Metal parts must be cleaned and painted or treated to resist corrosion.

A primer coat is required if specified by the finish coat paint manufacturer's standard. Minimum dry film thickness of 1 to 2 mils.

All parts shall be shop painted with one full-bodied finish coat paint. Paint shall be applied in strict accordance with paint manufacturer instruction. **Paint shall be lead free and EPA compliant. Minimum dry film thickness of 1 to 2 mils.**

Touch Up

After installation, components shall be field painted as described above to cover any areas that have been rubbed, scratched, blemished, etc., during shipment and/or installation.

Color

A paint chip(s) of the standard color must be submitted with the Supplier/Bidder's Bid. Paint exterior surface must be of a consistency to allow pressure sensitive labels to adhere.

Materials and Weld Inspections

The Purchaser may require, during fabrication, inspection and testing of the first article of production and random testing thereafter. This audit may include conformance of actual welding processes to submitted procedures and good manufacturing practices such as weld matching voltage and amp settings, **valid welder certification cards for ALL Welders on the job**, warm/dry weld filler materials, traceability of material to be submitted include certification of lot and heat number.

4.2. Execution

INSTALLATION REQUIREMENTS

Installation Contractor

Supplier/Bidder shall propose installation contractor names, references and OSHA Safety Ratings (i.e. EMR, TRIR, DART) with the bid. Experience Modification Rate (EMR), Total Recordable Incident Rate (TRIR), Days Away From Work, days of Restricted work activity, and/or days of jobs Transfer (DART).

Buyer reserves the right to decline the use of a proposed installation contractor due to their OSHA Safety Ratings or references. Supplier/Bidder shall propose additional installation contractors for consideration along with each contractor's OSHA Safety Ratings and references.

Insurance For Work On Purchaser's Premises

SUPPLIER agrees to indemnify and protect PURCHASER against all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of labor, by SUPPLIER, its employees, agents or representatives. SUPPLIER further agrees to furnish upon PURCHASER's request insurance carrier's certificate showing that SUPPLIER has adequate workmen's compensation, public liability, and property damage insurance coverage. Said certificate must set forth the amount of coverage, number of policy and date of expiration.

The SUPPLIER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. He shall take all reasonable precautions for the safety of all personnel and property.

Site Safety

Contractors shall adhere to all OSHA regulations while onsite. Utilization of hardhats and eye protection is required.

Food, Drinks and Smoking is not permitted in the storage areas.

Any welding or "hot work" shall obtain written permission from the PURCHASERs Site Manger in the form of a "HOT PERMIT". Contractor(s) performing work requiring a "HOT PERMIT" shall provide a fire watch for each work location for a minimum of 8 hours after the completion of the hot work.

Noise Conditions

SUPPLIER noise during installation should be kept at an acceptable level for courtesy to other subcontractors working in the area. Any work planned that requires excessive noise should be coordinated.

Installation and Technical Support

The Supplier/Bidder is responsible for all unloading, assembly and installation of racks. If the Supplier/Bidder uses another installation contractor, the Supplier/Bidder shall be responsible to provide technical support during installation. Costs for this support are to be included in the base price quoted.

All bolts shall be tightened to AISC standards. A minimum of 5% of the bolted connections will be inspected at random by the Purchaser. If this inspection finds any loose bolts, the installer shall be required to re-check all bolted connections at no cost to the Purchaser and resubmit the system for inspection. Minimum torque requirements shall be agreed to prior to installation. This value for ½" grade 5 bolts is approximately 65 ft-lbs as a general guide.

Permits

The successful Supplier/Bidder shall be responsible for obtaining all permits, approvals, paying all fees and complying with all applicable governmental statutes, codes and regulations except as otherwise specified by the Purchaser. The successful Supplier/Bidder shall provide all engineering, engineering drawings and calculations required for permitting.

**** It is the responsibility of the supplier to obtain all permits that will be needed for the racking system. ****

Erection Tolerances

Rack installation shall meet RMI / ANSI standards and the following:

Rack structure shall be installed within one half inch (1/2") from vertical, in the full height of the upright. Tolerances shall be measured at the center line of uprights, within 1/16 of one inch.

Rack structure shall be installed within one half inch (1/2") of being square to the building over the full length of the aisle (example steel columns, wall panels, etc.).

Vacuuming of anchor bolt dust while drilling each hole with vacuums equipped with HEPA filters shall be required.

Installation Equipment

Supplier/bidder shall provide all equipment necessary to complete unloading and installation. All equipment used by the installation supplier/bidder shall have non-marking tires and/or tire covers. The equipment shall also be "diapered" to prevent oil leaks.

Coordination of Laydown

Delivery storage and laydown of materials is to be coordinated with the Purchaser's Project Manager and the facility operations team.

Installers shall have access to adequate working space. Days and hours of access can be established to meet any proposed installation plan.

Delivery and Unloading

The Supplier/Bidder is responsible to load the rack components on the delivery carrier for unloading at Purchaser's facility through truck dock doors approximately 8 feet wide by 10 feet high. **All shipments on flatbed (or other exposed trailers) MUST be tarped to prior to shipment, in a manor to maintain the cleanliness of the components.**

The Supplier/Bidder shall be responsible for the cleanliness of the rack components when delivered. Shipment arriving untarped and /or dirty shall be cleaned by the Supplier/Bidder. If the Supplier/Bidder fails to clean dirty rack components, the Owner shall contract the cleaning

of the components/material, whether install or not, and deduct costs from Supplier/Bidder's payments.

The Supplier/Bidder is to provide an estimate of the number of truckloads to be delivered. Site storage of trailers must be planned and scheduled with the Purchaser. The Supplier/Bidder is to provide a counterbalanced truck and lift equipment needed for installation and unloading.

Supplier/Bidder shall take measures to avoid any damage to or marks upon the floor caused by equipment or materials provided or used in the project.

Electric Services

Rack Supplier/Bidders shall coordinate their requirement for electrical service and lighting during installation with the Purchaser.

Site Cleanliness

The Rack Supplier/Bidder shall be responsible for overall cleanliness of the work area during installation and shall make daily cleanup of the area, removing the collected materials to an approved dumpsite. Combustible materials shall not be allowed to accumulate and shall be removed from the installation site daily. All working areas shall be broom cleaned daily.

If the Supplier/Bidder fails to clean up at the completion of the workday, the Purchaser may do so and the cost thereof shall be charged/deducted from the Supplier/Bidder's payments.

Site Storage

The Supplier/Bidder shall store material, equipment and tools only at locations designated by the Purchaser and shall not obstruct any roads, aisles, doors or passageways. Purchaser assumes no responsibility for losses due to theft of Supplier/Bidder's stored materials.

Outside storage of rack components shall require the components to be on cribbing and tarped to protect the components from damage, water, and dirt.

The Supplier/Bidder shall be responsible for the protection and cleanliness of the rack components while stored onsite.

Component Cleaning

At completion of the project, the Supplier/Bidder shall remove all grease, mastic, adhesives, dust, dirt, stains, labels and other foreign material from the exposed pallet rack component surfaces.

SYSTEM ACCEPTANCE CRITERIA

Beneficial Use

"Beneficial Use" is defined as the Purchaser's written agreement of acceptance of the final on-site acceptance tests as noted in this Section. Agreement to beneficial use will not excuse the Supplier/Bidder from correcting punch list items and irregularities arising after such acceptance.

Acceptance Responsibility

The Purchaser will accept the rack system after the Supplier/Bidder has successfully demonstrated to the Purchaser or Purchaser's Representative that the system performs reliably.

The system will not go into operation until the static and operational acceptance tests have been successfully conducted as discussed below.

The Purchaser will not accept the system until completion of the reliability test.

The Supplier/Bidder will designate an authorized representative to participate in acceptance testing with the Purchaser's Project Manager.

Disputed findings during acceptance, if any shall be elevated for review to designated officers of the respective parties. After such review, if resolution is not achieved the dispute will be submitted to Arbitration governed under the laws of the state where the rack structure will be installed.

Notification of Readiness

Upon completion of installation, the Supplier/Bidder shall notify the Purchaser of the readiness of the system for performance of the acceptance procedure as defined below. Notice shall not be less than 24 hours.

Acceptance Test - Static

Together with the notification of readiness, the Supplier/Bidder shall identify a person to represent it in a system visual inspection. On acknowledgment of readiness of the System (or portions of the system), the assigned Supplier/Bidder and Purchaser representatives shall conduct a visual inspection noting any discrepancies between the system and the contract criteria or other defects in workmanship or material. The results of the inspection shall be accurately documented with the appropriate action to be taken and noted. If the two (2) persons conducting the inspection cannot reach a unanimous opinion, the defect or item shall be appropriately noted in their report and submitted in writing to one (1) member of senior management from each of the two (2) parties for resolution.

The results of the system visual inspection shall be of the following:

- a) If the system is found to be without visible defects or variation to requests by both parties, there shall be written statement of Purchaser and Supplier/Bidder indicating same and the acceptance procedure shall proceed to the next element, dynamic testing.
- b) If visible defects or variations from criteria are found, they shall be appropriately noted on a "punch list" with recommended corrections and an agreed upon schedule for completion of corrections to both parties' satisfaction before static acceptance is granted.

Upon completion of installation and static testing, the Supplier/Bidder shall provide a letter to the Purchaser attesting that the pallet rack system has been designed, manufactured and installed meeting the requirements of this RFB.

Acceptance Test - Operational Loading/Unloading

This acceptance test will consist of loading various sections of the rack structure and simulating actual operation at the Purchaser's discretion. During this test, checks and measurements will be made on width, supports, deflection, stability, etc.

Appropriate quantities and sizes of pallet loads will be made available for the system test. They shall be stored and retrieved at any or all positions in a manner consistent with the operational

requirements. This test will adequately insure that all components in the system are utilized in operating circumstances.

The system shall perform all functional requirements to meet these criteria and properly handle all normal conditions. The Purchaser's personnel shall perform these tests. The duration of this test shall not be longer than one (1) week.

The results of this operational test shall be one of the following:

- a) If the system is found to be without defects or variation to criteria by both Supplier/Bidder and Purchaser, there shall be written statement of Purchaser and Supplier/Bidder indicating same and the acceptance procedure shall proceed to the next element, reliability testing.
- b) If defects or variations from criteria are found, they shall be appropriately noted on a "punch list" with recommended corrections and an agreed upon schedule for completion of corrections to both parties' satisfaction before operational acceptance is granted. Disputes shall be handled as outlined above.

Reliability Test

Upon successfully completing the Operational Loading/Unloading Acceptance Test, the system will be used in an actual operation for a period of six (6) calendar weeks. At the end of this period the Purchaser will again inspect the system during loading operations.

If the system is found to be without defects or variations to criteria by the Purchaser, the Rack acceptance testing will be complete and the warranty period will begin. The project manager will notify the Supplier/Bidder that a condition of beneficial use exists.

If the system has defects or variations to the criteria, they shall be noted on a new "punch list" with recommended corrections and an agreed upon schedule for completion of corrections by both parties. When corrections have been completed, reliability testing will continue until the system has been fully accepted.

5. Single Deep Selective Pallet Rack

SCOPE

Work required under this Section includes the furnishing of all labor, materials , tools, equipment and supervision necessary for the complete design, manufacture, delivery and installation of the Single Deep pallet rack as shown on the project drawing (GREEN_19_01_01_01A_PN_RA) and/or as specified herein.

Work under this Section shall comply with Section 4.0 General Pallet Rack Requirements.

RELATED WORK

PRODUCTS INSTALLED BUT FURNISHED BY OTHERS

QUALITY ASSURANCE

Single Deep Rack shall be manufactured and installed in accordance with the drawings and specifications, and the rack manufacturer's written instructions, drawings and recommendations.

SUBMITTALS

In compliance with the requirements established within in this document, submit detailed approval drawings to the Purchaser for approval. Shop drawings shall show in clear detail all requirements of the drawings and specifications, and shall specifically identify variations of any degree from the plans and specifications.

PRODUCT DELIVERY, STORAGE AND HANDLING

In compliance with the requirements established within in Section 4.2 above.

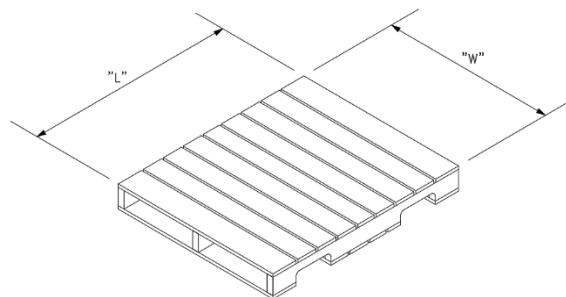
5.1. Design Requirements

PALLET SIZE/TYPES

The primary types of pallets utilized in this facility will be:

- GMA Style Pallets - 48" L x 40" W x approximately 5-1/2" high
- Other Size and Style Pallets – Other sizes and styles of pallets will be used in the racking, Vendor to design the racking to accommodate a very wide variety of pallet sizes and styles.

In the Warehouse area the pallets will be stored with 40" side facing the aisle and the 48" dimension extending into the rack.



UNIT LOAD SIZES AND WEIGHTS, INCLUDING PALLETS

Product centered on the pallet in both direction unless note otherwise.

- Warehouse Area:
48”L x 40”W x 60”H maximum unit load size with a maximum unit load weight of 3,000 pounds.

RACK TYPES

The pallet storage rack will consist of the following types:

- Standard Single Deep – Warehouse Area - Types A, B, C, D, E, F, G and H as shown on drawings.

COMPONENTS

The pallet rack system shall include the following:

- 44” deep frames
- Rack Uprights/Columns (Minimum 10 gauge base material or structural member)
- Rack upright reinforcements (Impact Posts and Transfer Bars)
- Bull Nose post protection
- Pallet Support (Load Beams and Pallet Support Bars)
- Pallet Stops
- Back to back ties
- Cross aisle ties, as required
- Base plates
- Expansion anchor bolts
- Shims for leveling, as required
- Wire Mesh Decking
- Locking Hardware (**Nylock type** nut locking hardware required if nut and bolt connections are required)
- End of Row Protection

OTHER PARAMETERS/REQUIREMENTS

- Load placement on frames/load beams: unit loads shall be stored in the rack structure by centering the pallet of the unit load on the frames/load beams (front to back).

- Reinforced Upright Frames

Reinforce uprights frames using impact post on aisle side posts of uprights. Impact post shall extend from the base plate to 114" above the baseplate.

Reinforce uprights frames using transfer bar in the aisle side frames. Transfer bars shall be installed with the top of the transfer bar.
- Lift Truck Deflector (Bull Nose)

Four inch high fully welded lift truck deflector shall be required on upright frames.
- Load Beam Maximum allowable deflection for load beams shall be L/180
- Locking Hardware

All bolted connections shall include **Nylock type nuts.**
- Wire Mesh Decking

Provide wire mesh decking at first beam level above tunnels and cross aisles.

Provide wire mesh decking for all pallet positions on beam levels.
- Pallet Support Bar

Pallet support bars (2 per pallet position minimum) shall be provided for all pallet positions on load beams.
- Pallet Stops

Provide pallet stops for all pallets locations on load beams and on the floor.
- End of Row Protection

Frame mounted End of row protection required
- Additional Equipment/Accessories

Pallet stops, pallet support bars, deflectors, row spacers, etc., shall be of the Vendor's design requirement. (Submittal required)
- Purchaser shall select paint colors from manufactures' standard paint options

5.2. Execution

ERECTION

- Rack structure shall be installed within one half inch (1/2") from vertical, in the full height of the upright. Tolerances shall be measured at the center line of uprights, within 1/16 of one inch.
- Rack structure shall be installed within one half inch (1/2") of being square to the building over the full length of the aisle (example steel columns, wall panels, etc.).

6. Shelving

SCOPE

Work required under this Section includes the furnishing of all labor, materials, tools, equipment and supervision necessary for the complete design, manufacture, delivery and installation of the Shelving as shown on the project drawing (GREEN_19_01_01_01A_PN_RA) and/or as specified herein.

RELATED WORK

SINGLE DEEP SELECTIVE PALLET RACK

PRODUCTS INSTALLED BUT FURNISHED BY OTHERS

QUALITY ASSURANCE

Shelving shall be manufactured and installed in accordance with the drawings and specifications, and the rack manufacturer's written instructions, drawings and recommendations.

SUBMITTALS

In compliance with the requirements established within in this document, submit detailed approval drawings to the Purchaser for approval. Shop drawings shall show in clear detail all requirements of the drawings and specifications, and shall specifically identify variations of any degree from the plans and specifications.

PRODUCT DELIVERY, STORAGE AND HANDLING

In compliance with the requirements established within in Section 4.2 above.

6.1. Design Requirements

SHELVING TYPES

The storage Shelving will consist of the following types:

- Shelving – “Bin Storage” Area - Type J as shown on drawings.

COMPONENTS

The Shelving system shall be of “high quality industrial grade heavy duty design” and include the following:

- Shelving shall be closed back and side design
- Shelving shall be 123” high minimum, with the ability to stack on the top of each unit
- Shelving units shall be 36” wide and 18” deep
- Each shelf shall be capable of a minimum of 850 pounds each of evenly distributed load
- Shelving units capable of supporting up to 9 shelves and the top of the unit supporting the minimum capacity listed above

- Shelving units shall be free standing and not tied to the building structure except for floor anchors
- 6 heavy duty shelves shall be provided for each unit in addition to the front base strip and bottom shelf and the top of the unit
- Heavy duty shelf unit reinforcement
- Heavy duty shelving unit reinforcement and side/back sway braces
- Floor anchor clips and floor anchors for each unit

OTHER PARAMETERS/REQUIREMENTS

- Purchaser shall select paint colors from manufactures' standard paint options.

6.2. Execution

ERECTION

- Shelving structure shall be installed within one half inch (1/2") from vertical, in the full height of the unit. Tolerances shall be measured at the center line of uprights, within 1/16 of one inch.
- Shelving structure shall be installed within one half inch (1/2") of being square to the building over the full length of the aisle (example steel columns, wall panels, etc.).

[Balance of page left blank intentionally]

6.3 Locations of Saw Cuts on the Warehouse Floor and Bin Area Slabs.

11'-4"	10'-8"	6'-6 1/2"	7'	10'-3"	10'	7'-8"	7'-8"	7'-8"	11'	10'	10'	9'-6"	9'-5"	9'-10"	
11'-5"															
9'-9"					9'-8"										
10'					9'-8"										
10'-1"					9'-9"										
10'-1"					9'-10"										
14'-4"					14'-4"										
14'-4"					9'	9'-1 1/2"	9'-3"	9'-3"	9'-3"	10'-1"	10'-1"				
	18'-2"	12'-4"	12'-4"	13'-9"	13'-9"		20'-3"		16'-9"		11'-7"		14'-6"		15'-4"
															15'-5"
															15'
															15'
															15'
															15'
															15'
															15'
															16'

7. BID ATTACHMENTS

7.1. Price Breakdown – Base Scope Equipment

Price breakdown for individual components in accordance with this Request for Bid. Any component may be purchased at the below price unless otherwise noted. Electronic attachment is provided with this document.

Pallet Rack Pricing Sheet - Base Proposal			
Supplier/Manufacturer	Purchase		
Equipment Type	Qty.	Price each	Line Total
Warehouse Pallet Rack	1	\$0.00	\$0.00
Installation	2	\$0.00	\$0.00
Freight	3	\$0.00	\$0.00
Options	4	\$0.00	\$0.00
Cost per Position		0	
Positions		0	
Indicate Expected Lead Time (weeks)		0	
Warehouse Pallet Rack Total			\$0.00
Pallet Rack Sub Total			\$0.00
Pallet Rack Material			\$0.00
Installation			\$0.00
Freight			\$0.00
Options			\$0.00
Positions		0	
Maintenance Training, Materials and Manuals			\$0.00
Warranty - Against damage as a result of fork truck use (years)		0	
Pallet Rack Sub Total			\$0.00
Pallet Rack Grand Total			\$0.00

Shelving Pricing Sheet - Base Proposal			
Supplier/Manufacturer	Purchase		
Equipment Type	Qty.	Price each	Line Total
Shelving	1	\$0.00	\$0.00
Installation	1	\$0.00	\$0.00
Freight	1	\$0.00	\$0.00
Options	1	\$0.00	\$0.00
Cost per Shelf level		0	
Shelfs		0	
Indicate Expected Lead Time (weeks)		0	
Maintenance Training, Materials and Manuals			\$0.00
	Shelving Total		\$0.00
Shelving Grand Total			\$0.00

7.2. Price Breakdown – Additional / Optional Scope Equipment

Electronic attachment is provided with this document.

	RPM Warehouse
COST DATA	
Single Deep Installed (Positions)	0
Material (\$/ps)	
Single Deep Cost	\$0
Bull Nose Column Protector	
Wire Deck	
Other Scope (Push thru Stops, Pallet Support Bars, etc)	
Beam Marking (Capacity)	
Engineering Cost (Engineering and Signed/sealed drawings for permitting)	
Installation Cost	
Permits	
Installation Permits	
High Pile Permit	
Freight/Shipping	
Taxes	
Total	\$0
Optional Scope	
Capped, Double posted front (aisle side) uprights	
Heavy Duty horizontal post tie	
Option for "Z" type pallet stops in place of full width pallet stops	
Other 1	
Other 2	
Other 3	
Invoice Plan	
Downpayment	
Upon Fabrication Review	
Upon Delivery	
Post Construction	
Final (After Punch List Complete)	
Other 1	
Other 2	

7.3. Design Factors Datasheet

Electronic attachment is provided with this document.

Schedule	
Downpayment	
Engineering Documents for Review	
Permit Application	
First Rack Fabrication and Review	
First Rack Delivery Date	
First Rack Installation Date	
Last Rack Delivery Date	
Last Rack Installation Date	
COST SAVINGS OPTIONS	
Uprights	
Column Protectors	
Rack Beam	
Wire Mesh Deck	
Anti-Push Through Stops	
Fasteners	
End of Aisle Rack Protection	
Shims	
Other	
TECHNICAL DATA	
Capacity per Position	
Dimensioned Drawings Included (Y/N)	
Upright Dimensions (3" or 4")	
Upright Centers	
1/2 Bay Beam Width	
Full Bay Beam Width	
Upright Height	
Rack Beam Height (4" or greater)	
Base Plate Dimensions	
Steel (HRS / CRS)	
Steel wt/ft or Gauge	
Steel weight per pallet spot	
PE Stamped Drawings Included?	

MANUFACTURING DATA	
Production Location(s)	
Single Production Site or Multiple ?	
Total Company Capacity	
Current Available Production	
% of Company Capacity this project represents	
INSTALLER PLAN DATA	
Staff / 3rd Party Installers	
Obtain Permits?	
Installer Licenses in State of Installation?	
Installation Crew Staffing	
# of Crews	
# of staff per Crew	
Recommended Installer Experience	
How frequent do they install for you?	
Last time installer handled comparable job?	
P&G Rack Installation Experience?	
% of Capacity this project represents	
Safety Plan	
OSHA Records of Note	
Quality Plan	
Training Plan	
References	
EMR	
TRIR	
DART	
OTHER / RISK	
Steel Pricing, how are you handling volatility?	
Material Cost / kg?	
How long is pricing valid?	
Downpayment?	
Any hedging cost against steel?	
Site Construction Needs	
Other 1?	
Other 2?	
Other 3?	

7.4. EXCEPTION/VARIATION FORM

GREENVILLE UTILITIES COMMISSION

EXCEPTION/VARIATION FORM FOR:

PALLET RACKS, SHELVING AND INSTALLATION

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: _____

7.5. Labor Practices

SUPPLIERS performing work in this project covered by these Contract Documents, agree to pay wages and benefits in total for all work performed on this project, which will be sufficient to ensure that the project will be free from business disruptions, labor disruptions or work stoppages, including by not limited to, area standards picketing and/or hand billing of the general public.

SUPPLIER Acknowledgment: _____

Please Initial

Subcontractor Qualifications

The SUPPLIER hereby acknowledges that he has reviewed his list of subcontractors to verify conformance with SUPPLIER Requirements.

SUPPLIER Acknowledgment: _____

Please Initial

7.6. Taxes

All taxes including sales, consumer, and use taxes associated with the supply of goods and services for the Project will be paid by the BUYER, where applicable.

7.7. Attachments

All attachments required for this Bid, as defined in this Request for Bid, are included.

7.8. Delivery

The building will be ready for installation as outlined in the RFB.

7.9. Schedule

Supplier proposes to meet the following expected milestones.

- Shop Drawing Review and Approval _____
- Procurement and Fabrication _____
- Shipment to Site _____
- Installation start _____
- Installation Complete _____
- Customer Acceptance _____

SUPPLIER Acknowledgment: _____
Please Initial

Very truly yours, _____

Name of SUPPLIER
(Correct Corporate Name or Name under which doing business) _____

Signature and date (type name below signature) _____

Title - BUYER or Officer _____

Address of SUPPLIER _____

SUPPLIER'S State of Corporation _____

SUPPLIER'S Name and Phone Number _____

Corporate Seal

Buyer's Terms and Conditions

Included as part of this document.

Method of Award: Items/Installation 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 ninety (90) 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]

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).

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 (see attached Bid Bond form). The total bid price for which the five percent (5%) applies shall be the total of all schedules.

Certified check or cash for \$ _____ or bid bond for \$ _____ attached.

Firm Name _____ Phone (_____) _____

Address _____

City _____ State _____ Zip Code _____

Fax (____) _____ E-Mail _____

Authorized Official _____ Title _____
Typed Name

Signature Date _____

Three (3) Hard Copies And One (1) Electronic Copy Of Your Proposal

Should Be Received No Later Than

March 25, 2020 at 3:00 PM (EDST).

**NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM(S) RETURN BID
SECURITY(S), THIS FORM, COST FORM(S), EXCEPTION FORM(S), E-VERIFY FORM AND
ALL PROPOSAL AND PRICING FORM(S), INCLUDE AN ELECTRONIC COPY OF
YOUR BID.**

[Balance of page left blank intentionally]

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 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.

[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)

VENDOR 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: _____

Samples

BID BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____

as Principal, and _____

as Surety, who is duly licensed to act as Surety in North Carolina, are held and firmly bound unto the Greenville Utilities Commission, Greenville, NC, as Obligee, in the penal sum of _____

_____ DOLLARS (\$ _____) (5% Bid Bond), lawful money of

the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

SIGNED, Sealed and dated this _____ day of _____, 2020.

WHEREAS, the said Principal is herewith submitting a Proposal for

and the Principal desires to file this Bid Bond in lieu of making the cash deposit as required by the bidding documents contained herein;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that if the principal shall be awarded the Purchase Order for which the bid is submitted and shall accept the Purchase Order within ten (10) days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so accept such Purchase Order as required by the bidding documents contained herein, the Surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof, and upon failure to forthwith make such payment, the Surety shall pay the Obligee an amount equal to double the amount of this Bid Bond as set forth in the first paragraph hereof. Power of Attorney from the Surety to its Attorney-in-Fact is attached hereto.

Principal

By _____ (SEAL)

Corporate Surety

By _____ (SEAL)

PERFORMANCE BOND/PAYMENT BOND

Date of Execution: _____

Name of Principal: _____

(Contractor) _____

Name of Surety: _____

Name of Contracting
Body: _____

Amount of Bond: _____

Project: _____

KNOW ALL THESE MEN BY THESE PRESENT, That We, the Principal and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain Contract with the Contracting Body, identified as shown above and hereto attached.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions there of that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in five (5) counterparts.

Witness:

CONTRACTOR:

(Proprietorship or Partnership)

(Trade or Corporate Name)

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

(Corporate Secretary or
Assistant Secretary Only)

(CORPORATE SEAL)

Witness:

SURETY COMPANY:

Countersigned:

By: _____

Title: _____

(Attorney-in-Fact)

N.C. Licensed Resident Agent

(Name and Address – Surety Agent)

(SURETY SEAL)

Surety Company Name and N.C.
Regional or Branch Office Address

***SPACE FOR ATTACHING POWER OF ATTORNEY
(Performance Bond)***

CHANGE ORDER

GREENVILLE UTILITIES COMMISSION PROJECT CHANGE ORDER		Assigned by Finance Change Order Number: CO- _____																																
Department: _____	Date: _____	Capital Project Number: _____																																
Project Name: _____	Vendor Name: _____																																	
Initiated By: _____ <small>Name</small>	Vendor Address: _____																																	
<input type="checkbox"/> Owner <input type="checkbox"/> Engineer <input type="checkbox"/> Contractor	Vendor Contact: _____																																	
<input type="checkbox"/> Other _____																																		
<p>1. <u>TYPE OF CHANGE:</u> <input type="checkbox"/> Design <input type="checkbox"/> Engineering <input type="checkbox"/> Scope <input type="checkbox"/> Other _____</p> <p>2. <u>REASON FOR CHANGE:</u> <input type="checkbox"/> Owner <input type="checkbox"/> Vendor <input type="checkbox"/> Safety <input type="checkbox"/> Construction <input type="checkbox"/> Cost <input type="checkbox"/> Schedule</p> <p>3. <u>CHANGE ORDER DESCRIPTION:</u> _____</p> <p style="margin-top: 20px;"><i>Change Order Justification - _____</i></p>																																		
<p>4. <u>ACCOUNT NUMBER:</u> _____</p> <p>5. <u>SCHEDULE IMPACT:</u> <input type="checkbox"/> No impact <input type="checkbox"/> Schedule Impact</p> <p style="margin-left: 100px;">Start Date: _____ Finish Date: _____</p> <p>6. Project Delay Of: <input type="checkbox"/> Days <input type="checkbox"/> Weeks <input type="checkbox"/> Months <small>Check One</small></p> <p style="margin-left: 100px;">Total Time Delay: _____</p>																																		
<p>7. <u>ESTIMATED COST:</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Project Mgmt</td> <td style="width: 10%;">_____</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>_____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Construction</td> <td>_____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Labor</td> <td>_____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Materials</td> <td>_____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Other Direct</td> <td>_____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Indirect</td> <td>_____</td> <td><input type="checkbox"/> Add</td> <td><input type="checkbox"/> Deduct</td> </tr> <tr> <td>Total Change Order Amount:</td> <td>_____</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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Total Change Order Amount:	_____	<input type="checkbox"/> Add	<input type="checkbox"/> Deduct																															
<p>8. <u>REVISED CAPITAL PROJECT COST:</u> Original Budget: \$ _____ Revised Estimate to Complete: \$ _____</p>																																		
<p>APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/> _____ Project Manager Date</p> <p>APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/> _____ Department Head Date</p> <p>APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/> _____ Assistant General Manager/Chief Operating Officer Date</p> <p>APPROVED <input type="checkbox"/> DISAPPROVED <input type="checkbox"/> _____ General Manager/Chief Executive Officer Date</p>																																		

RETURN TO FINANCE AFTER GM/CEO SIGNATURE