

## **ADVERTISEMENT FOR RE-BID**

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 July 9, 2020 and immediately thereafter opened and read for the furnishing of Natural Gas Distribution Construction Services.

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

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

## **COVID-19 PROVISIONS**

Due to COVID-19, Greenville Utilities Commission's Main Office, 401 South Greene Street, Greenville, N.C. 27834 is presently closed to the public. We are receiving FedEx, UPS, etc. at this location.

If you are delivering a bid, please call the following numbers to drop off your bid at this location: 252-752-7166 ex. 2376 or 3001 or 252-551-1533

Presently there is not be a public meeting/opening, however, we will receive bids.

**SECTION I**  
**GENERAL INSTRUCTIONS FOR FORMAL BIDS**  
**RELATED TO NATURAL GAS DISTRIBUTION**  
**CONSTRUCTION SERVICES**

**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 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. **The bid must be signed by an authorized official of the firm. Return only the attached Proposal Form. Do not return the Advertisement for Bids, Instructions to Bidders or Specifications.**

**3.0 PREPARATION OF BID**

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to PROCUREMENT MANAGER, GREENVILLE UTILITIES COMMISSION, 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 27834. Bidders or their authorized agents are invited to be present.

**5.0 DEPOSIT**

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

**6.0 NC SALES TAX**

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

**7.0 FEDERAL EXCISE TAX**

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

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

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

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

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

## **10.0 PROMPT PAYMENT DISCOUNTS**

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

## **11.0 NUMERICAL ERRORS**

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

## **12.0 BID WITHDRAWAL**

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

## **13.0 MINORITY BUSINESS PARTICIPATION PROGRAM**

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

## **14.0 DELIVERY TIME**

Delivery/Service time is to be stated and will be considered in the evaluation of bids if applicable.

## **15.0 CONTRACT PERIOD**

It is the intent of Greenville Utilities Commission (GUC) to enter into a multi-year contract at the time the contract is awarded by GUC to the successful bidder for a total contract period not to exceed three (3) years. **Prices shall remain fixed during the first year** with option for annual extensions at the same or negotiated unit prices for up to two (2) additional years if market, service conditions and fund(s) availability, so warrant and prove to be in the best interest of GUC.

## **16.0 CONTACT INFORMATION**

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

## **17.0 TERMS AND CONDITIONS**

**The attached Terms and Conditions of the Greenville Utilities Commission (GUC) is considered a part of the bid proposal.**

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**SECTION II**  
**GREENVILLE UTILITIES COMMISSION**  
**TECHNICAL SPECIFICATIONS FOR NATURAL GAS**  
**DISTRIBUTION CONSTRUCTION SERVICES**  
**JULY 9, 2020**

**General Description**

The Contractor is to supply labor, tools and equipment necessary to constitute a crew capable of independently installing or replacing natural gas mains, services and associated appurtenances in residential and commercial developments. Crew makeup, typical job tasks and other specific requirements are outlined in the following paragraphs:

**Material**

Materials are to be supplied by Greenville Utilities (GUC) and are to be picked up by the Contractor at the GUC Operations Center on Mumford Road. Materials used for site restoration or repairs for damage caused by the Contractor shall be provided by the Contractor.

**Tasks**

The planned projects are identified in our Distribution Integrity Management Plan. They generally include installing natural gas mains, services and other facilities typical to natural gas distribution systems. Other projects may be added depending upon workload and available funding. Contractor is to utilize conventional digging equipment (backhoes and trenchers) and/or trenchless technologies (dry-bore and HDD) to install pipes at an average depth of 3' minimum to 5' maximum. Work will typically be billed on a cost basis. Contractor shall provide four-person crew consisting of a foreman, equipment operator, and two (2) semi-skilled laborers. Other configurations may be allowed depending upon specific project requirements.

**Basic Equipment**

Basic equipment shall be assigned to each crew for daily immediate use while performing project work for GUC. Basic equipment shall remain available on system while crews are assigned work for GUC.

**Supervision**

In order to ensure compliance to Greenville Utilities' Operations and Maintenance Manual, the crew leader will be provided detailed construction plans for each job prior to commencement of work. In addition, the job site will be staked by GUC personnel and visited frequently to monitor progress and assure quality control. The Contractor is responsible complying with the requirements of NC-811 prior to each new assignment. As such, close coordination between the crew leader and GUC Gas Engineering and Operations personnel will be required.

**Existing Facilities**

Contractor will be responsible for damages to any utilities or customer-owned facilities caused by its forces.

Job Site Safety

Job site activities shall be conducted in accordance with the North Carolina Occupational Safety and Health Standards, USDOT Pipeline Safety Regulations, GUC Natural Gas Operations and Maintenance Manual, and the North Carolina Manual on Uniform Traffic Control Devices for Streets and Highways.

Housekeeping

Contractor shall keep the site free of accumulations of waste materials or trash caused by his work force. At the completion of work at each job site, Contractor shall remove all tools and surplus materials and leave site in satisfactory condition.

Crew

Contractor shall ensure that he has sufficient crew in terms of numbers and experience to perform the work completely and safely. A minimum of three workers is always required. Crew members shall maintain a neat appearance and a respectful demeanor to the public. Crew shall consist of the following:

- Foreman Experience in all aspects of natural gas distribution construction. Ability to operate proficiently all equipment assigned and associated with crew. Ability to read and interpret construction plans. Certified competent person.
- Equipment Operator Working knowledge of the natural gas distribution construction. Ability to proficiently operate all equipment assigned and associated with crew. Ability to lead crew in the absence of Foreman. Certified competent person.
- Semi-skilled Laborer Basic understanding of underground construction principles specifically digging with backhoes and trenchers, installing natural gas mains and services. Ability to learn the operation of equipment assigned and associated with crew.

Contractor's Insurance

The contractor shall submit proof of Comprehensive General Liability Insurance carried in the minimum amount of \$1,000,000, written on an "occurrence" basis. A Broad Form Property Damage Endorsement must be attached to the policy. Automobile Liability Insurance in the minimum amount of \$1,000,000 must be carried and proof of same submitted to Greenville Utilities with the execution of the contract for the procurement of labor. 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, covering the Provider and all 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 his employees engaged in any work under the contract.

Work Week

The workweek will consist of 40 hours maximum, to take place during GUC's normal working hours. These hours run from 7:00 a.m. to 5:30 p.m., Monday through Friday excluding holidays as shown on the attached holiday schedule.

Standards Compliance

The Contractor shall comply with all provisions of the Greenville Utilities Commission's "Natural Gas Operations and Maintenance Plan".

#### Drug-Free Workplace

During the performance of this contract, the Contractor agrees to:

- (1) Provide a drug-free workplace for the Contractor's employees.
- (2) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (3) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- (4) Include the provisions of the foregoing clauses in every subcontract, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of Work done in connection with a project in accordance with this chapter. The employees of the Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Work.

#### Drug Testing

Any and all employees of the Contractor who will be involved with the performance of construction and maintenance operations under this Contract shall be required to participate in an anti-drug/drug testing program. This program shall be administered in accordance with Title 49 of the Code of Federal Regulations, Chapter I, Part 199 (49 CFR 199), "Drug Testing," and Subtitle A, Part 40, "Procedures for Transportation Workplace Drug Testing Programs." The program must have been in force for no less than 12 months and the Contractor must show proof of enforcement to the Owner.

The Contractor shall furnish GUC with documentation of participation in a qualified drug-testing program. Prior to the performance of any fusion and/or tie-in operations, a negative (no evidence of drug use) test must be documented for all employees who will be involved with these operations.

The Contractor shall provide GUC with its Business Tax Identification Number (BTIN). The Contractor shall also provide a completed copy of PHMSA's Drug and Alcohol Testing MIS Data Collection Form when it is submitted to PHMSA annually for the duration of the Contract.

#### Operator Qualification

Contractors are required to provide a current copy of the Company's written Operator Qualification (OQ) Plan prior to award of the Contract. Copies of all employee OQ qualifications shall be provided to GUC prior to beginning the Work. The OQ written plan and employee records shall be in accordance with Title 49 of the Code of Federal Regulations, Chapter I, Part 192 (49 CFR 192), Subtitle N, "Qualification of Pipeline Personnel" and shall meet or exceed the requirements of Greenville Utilities Commission's Operator Qualification Program. The Contractor's training and qualification process used for qualifying personnel that will provide services for this Contract shall meet the GUC's program requirements. The Contractor will be provided with a list of GUC's minimum Operator Qualification requirements for qualification of personnel.

During the progress of the Contract, the Contractor shall furnish GUC with records of continuous employee qualification for all employees as requested. Qualification documentation shall be provided for all new employees prior to performing work on GUC's natural gas system.

GUC may, at its discretion, accept the provisions of a Contractor's Plan. Contractors shall make available, upon request, written records of their employee's qualifications. At a minimum these records shall include:

- (1) Identification of qualified individual(s)
- (2) Identification of covered task(s) each individual is qualified to perform
- (3) Date that current qualification was received
- (4) Method of evaluation used to obtain qualification
- (5) Name of individual or organization for each covered task
- (6) Training program outlines and materials
- (7) List of non-qualified individuals that will be performing tasks on behalf of the City while under the direction of a Contract qualified individual.

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**SUBMIT BIDS ON ATTACHED PROPOSAL FORMS**

**RETURN ALL FORMS**

**GREENVILLE UTILITIES COMMISSION**

**PROPOSAL FORM**

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

<b>ESTIMATED LABOR AND EQUIPMENT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL COST</b>
	Contractor shall provide labor rates based on actual salaries paid to employees plus their overhead factor.		
	<b><u>LABOR:</u></b>		
1	Foreman	\$ _____	
1	Operator	\$ _____	
2	Semi-Skilled Laborer	\$ _____	X 2
	Subtotal Labor Rates		\$ _____
	<b><u>EQUIPMENT:</u></b>		
1	Pickup	\$ _____	
1	Backhoe	\$ _____	
1	Trencher	\$ _____	
1	Dump Truck	\$ _____	
	Subtotal Equipment Rates		\$ _____
	Subtotal (Labor + Equipment Rates)		\$ _____
	<b>GRAND TOTAL (Labor + Equip.) x 800 hrs):</b>		<b>\$ _____</b>

**Method of Award:**

Payment shall be rendered at Contractor's hourly rates. Estimated hours are 800 hours. Bid will be awarded based on the lowest cost of the total maximum hourly rates plus the hourly equipment rates multiplied by the estimated hours.

Estimated hours are based on potential workload and available funding.

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

Please provide at least three (3) references with contact information:

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**E-VERIFY LETTER OF COMPLIANCE**

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

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

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

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

Authorized Official \_\_\_\_\_ Title \_\_\_\_\_

Typed Name

\_\_\_\_\_ Date \_\_\_\_\_

Signature

**Three (3) copies of your proposal should be received no later than  
July 9, 2020 at 3:00 pm (EDST).**

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

**RETURN THESE FORM(S)**

**GREENVILLE UTILITIES COMMISSION**  
**GREENVILLE, NORTH CAROLINA**  
**SPECIFICATION AND BID DOCUMENTS FOR NATURAL GAS**  
**DISTRIBUTION CONSTRUCTION SERVICES**  
**EXCEPTION/VARIATION FORM**

**Specifications for:** Natural Gas Distribution Construction Services

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

**Instructions:** The following is a list of exceptions to the bidding documents and/or specifications pertaining to the furnishing of natural gas distribution construction services. Bidders shall identify each exception by specification page and paragraph number on this form. The omission of exception assumes complete compliance with the Specifications.

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

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

Typed Name: \_\_\_\_\_

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

Date \_\_\_\_\_

MEMORANDUM

TO: All Employees  
DATE: August 1, 2019  
SUBJECT: 2020 HOLIDAY SCHEDULE

The following holidays will be observed by the City of Greenville and Greenville Utilities Commission during 2020:

New Year's	Wednesday, January 1, 2020
Martin Luther King, Jr. Day	Monday, January 20, 2020
Good Friday	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Veterans Day	Wednesday, November 11, 2020
Thanksgiving	Thursday, November 26, 2020 Friday, November 27, 2020
Christmas	Thursday, December 24, 2020 Friday, December 25, 2020 Monday, December 28, 2020
New Year's (2021)	Friday, January 1, 2021

For 2020, the "floating holiday" has been designated as Monday, December 28.

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



Ann E. Wall  
City Manager



Anthony C. Cannon  
GUC General Manager/CEO

### **SECTION III**

#### **TERMS AND CONDITIONS FOR THE PURCHASE OF**

#### **APPARATUS, SUPPLIES, MATERIALS, LABOR, EQUIPMENT AND SERVICES**

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

#### **1.0 TAXES**

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

#### **2.0 INVOICES**

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

#### **3.0 PAYMENT TERMS**

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

#### **4.0 QUANTITIES**

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

#### **5.0 AFFIRMATIVE ACTION**

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

## **6.0 CONDITION AND PACKAGING**

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

## **7.0 SAMPLES**

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

## **8.0 SPECIFICATIONS**

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

## **9.0 INFORMATION AND DESCRIPTIVE LITERATURE**

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

## **10.0 AWARD OF CONTRACT**

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

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

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

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



## **11.0 MEDIATION/BINDING ARBITRATION**

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

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

## **12.0 GOVERNMENT RESTRICTIONS**

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

## **13.0 INSURANCE**

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

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

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

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

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

#### **14.0 PATENTS AND COPYRIGHTS**

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

#### **15.0 PATENT AND COPYRIGHT INDEMNITY**

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

## **16.0 EXCEPTIONS**

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

## **17.0 CONFIDENTIAL INFORMATION**

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

## **18.0 ASSIGNMENT**

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

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

## **19.0 ACCESS TO PERSON AND RECORDS**

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

## **20.0 INSPECTION AT BIDDER'S SITE**

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

## **21.0 AVAILABILITY OF FUNDS**

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

## **22.0 GOVERNING LAWS**

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

## **23.0 ADMINISTRATIVE CODE**

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

## **24.0 EXECUTION**

In the discretion of GUC, failure of a duly authorized official of Provider to sign the Signatory Page may render the bid invalid.

## **25.0 CLARIFICATIONS/INTERPRETATIONS**

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Procurement Manager. Do not contact the user directly. **These Terms and Conditions are a complete statement of the parties' agreement and may only be modified in writing signed by Provider and the GUC Procurement Manager.**

## **26.0 SITUS**

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

## **27.0 TERMINATION OF AGREEMENT**

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

## **28.0 DELIVERY**

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

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

## **29.0 INDEMNITY PROVISION**

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

## **30.0 FORCE MAJEURE**

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

## **31.0 WARRANTY(IES)**

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

### **32.0 INTEGRATED CONTRACT**

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

### **33.0 CONTRACT PROVISIONS**

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

### **34.0 E-VERIFY**

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

### **35.0 IRAN DIVESTMENT ACT CERTIFICATION**

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

### **36.0 UNIFORM GUIDANCE**

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

### **37.0 NOTICES**

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

Cleve Haddock, CLGPO  
Procurement Manager  
Greenville Utilities Commission  
P.O. Box 1847  
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III when awarded.

GREENVILLE UTILITIES COMMISSION

By: \_\_\_\_\_  
Anthony C. Cannon

Title: General Manager/CEO  
(Authorized Signatory)

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

Attest: \_\_\_\_\_

Name (Print): Amy Carson Wade

Title: Executive Secretary

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

(OFFICIAL SEAL)

COMPANY NAME:

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_  
(Authorized Signatory)

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

Attest: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: Corporate Secretary

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

(CORP. SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: \_\_\_\_\_  
Jeff W. McCauley

Title: Chief Financial Officer

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

APPROVED AS TO FORM AND LEGAL CONTENT:

By: \_\_\_\_\_  
Phillip R. Dixon

Title: General Counsel

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

## APPENDIX A

### PRICING NOT CONSIDERED FOR THE BID EVALUATION

#### **I.0 Basic Equipment**

<b>Item</b>	<b>Equipment Type</b>	<b>Unit</b>	<b>Unit Price</b>
1.0	Welding Rig	Hourly	\$
2.0	Directional Drill	Hourly	\$
3.0	Crew Truck	Hourly	\$
4.0	Skid Steer	Hourly	\$
5.0	Plow	Hourly	\$
6.0	Electrofusion Equipment	Hourly	\$
7.0	Air Compressor	Hourly	\$
8.0	Tamp	Hourly	\$
9.0	Asphalt / concrete saw	Hourly	\$
10.0	Piercing tool (boring)	Hourly	\$

**PLEASE NOTE:** These prices will not be considered for the bid evaluation; however, prices must be submitted for future reference.

#### **2.0 Installation of Natural Gas Facilities**

<b>Item</b>	<b>Description of Work</b>	<b>Unit</b>	<b>Unit Price</b>
1.0	Install polyethylene gas mains by direct burial or plow		
1.1	8" nominal diameter	LF	\$
1.2	6" nominal diameter	LF	\$
1.3	4" nominal diameter	LF	\$
1.4	2" nominal diameter	LF	\$
2.0	Install polyethylene gas mains by directional drill		
2.1	8" nominal diameter	LF	\$
2.2	6" nominal diameter	LF	\$
2.3	4" nominal diameter	LF	\$
2.4	2" nominal diameter	LF	\$



Item	Description of Work	Unit	Unit Price
3.0	Install polyethylene gas valves & valve boxes		
3.1	8" nominal diameter	EA	\$
3.2	6" nominal diameter	EA	\$
3.3	4" nominal diameter	EA	\$
3.4	2" nominal diameter	EA	\$
4.0	Install polyethylene gas service lines		
4.1	2" nominal diameter	LF	\$
4.2	3/4" nominal diameter	LF	\$
5.0	Install polyethylene gas service tie-over for existing gas services		
5.1	2" nominal diameter	LF	\$
5.2	3/4" nominal diameter	LF	\$
6.0	Install and complete bottom-out hot tap fitting		
6.1	8" nominal diameter	EA	\$
6.2	6" nominal diameter	EA	\$
7.0	Sand Placement – Owner provided	CY	\$
8.0	Stone Placement – Owner provided	CY	\$

**PLEASE NOTE:** These prices will not be considered for the bid evaluation; however, prices must be submitted for future reference.