

REQUEST FOR PROPOSALS

REQUESTING PROPOSALS FOR:

**Underground Electric, Fiber, Water, Sewer and
Gas Utility Facility Locating Services**

for

GREENVILLE UTILITIES COMMISSION

**Of the
City of Greenville, North Carolina**

**Greenville Utilities Commission
401 South Greene Street
Greenville, North Carolina 27834**



***Greenville
Utilities***

**ISSUE DATE: December 3, 2020
QUESTIONS RECEIVED BY: December 11, 2020
ANSWERS POSTED BY: December 16, 2020
PROPOSAL PACKAGES SHALL BE RECEIVED BY 3:00 PM (EDST) ON
January 6, 2021**

Introduction

Contractor will receive facility locate requests directly from North Carolina 811 One-Call Center by using UtiliSphere cloud software and manage the entire locating process for the GUC. Contractor shall furnish all labor, supervision, tools, materials, paint, equipment (including a hardware compatible with the existing communication systems used by the North Carolina 811 One-Call Center and transportation to perform Underground Facilities Locating and Marking services, as requested by the Greenville Utilities Commission (GUC) and the North Carolina 811 One-Call Center on behalf of Owner, in accordance with the specifications in this document. GUC to provide flags.

Background

The GUC is requesting proposals for the Underground Electric, Fiber, Water, Sewer and Gas Utility Facility Locating Services Project. The goal of the RFP is to perform underground facility locates for all GUC installed assets as needed to assist GUC's existing locate staff. The purpose of this document is to provide information for use by Vendor(s) in submitting a proposal to supply the GUC with the services as listed in the RFP documents. We will select a qualified Vendor with whom we will execute a service agreement.

Our decision to award will be based on our determination of the proposal that offers the best overall benefit to the GUC, taking into account pricing, and other factors specified herein. GUC reserves the right to reject any or all proposals. GUC intends to award a contract for one year with options for an additional 3 years.

Experience and Qualifications

Vendors will submit detailed information regarding their previous 5 year history with relevant experience and proven track record of providing similar scope of services to public sector agencies. Proposers shall include detailed information on their experience with North Carolina - 811. For each project that the proposer submits as evidence of similar experience, the following is required: project description, agency name, agency contact, contact telephone and email, and years(s) and term of engagement.

Provide an organizational chart of all personnel to be used for this project if awarded, the role each individual will play in providing the services detailed herein and the individual's qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for personnel to be assigned to this contract.

Additionally, vendors must include information in their proposal as detailed below:

- Strength and stability of the Service Provider to provide the requested goods and/or services; Operating History of Company.
- Ability to perform duties as outlined in RFP and ability to meet response times as required by the 811 laws.
- Overall responsiveness and completeness of proposal, as well as

the likelihood that, in the GUC's opinion and at the GUC's discretion, the bid best meets or exceeds the GUC's specifications.

- Scope of services being proposed.
- Distinguishing characteristics that make them best qualified.
- Project management approach; quality control measures.
- Location of personnel who will perform the work.
- Identification of and adequacy and experience of any proposed subcontractors, proposed percentage of work to be performed by subcontractors, and location of subcontractors.
- Five (5) year history of claims against contractor.
- Damages per 1000 ticket ratio
- Other KPI performance measures
- Cost of proposed services.
- Adequate Insurance.
- Any other facts considered relevant by the GUC.
- Qualifications of personnel to perform work (per Title 49 of the Code of Federal Regulations, Part 192 (49 CFR 192), related work experience, and length of employment with firm
- Provide Ground Penetrating Radar (GPR) capabilities and experience.

Drug Testing:

- Any and all employees of the firm who will be involved with work related to the natural gas system required by 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 firm shall furnish the GUC with documentation of participation in a qualified drug-testing program. Prior to the performance of any fusion, welding 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.

SCOPE OF WORK

Specifications for Underground Electric, Fiber, Water, Sewer and Gas Utility Facility Locating

Background

GUC's Electric Department owns, operates, and maintains 1,210 miles of overhead (OH) distribution lines, 1,757 miles of underground (UG) distribution lines, 67 miles of OH fiber optic lines, and 34 miles of UG fiber optic lines.

During March 2020 – Nov 17, 2020, GUC marked 5684 locate tickets for its electric utility and 76 locate tickets for its fiber optic utility from North Carolina 811. GUC averages 638 electric utility marked locate tickets and 8 fiber optic utility marked locate tickets each month.

The GUC Water Resources Department owns, operates, and maintains 634 miles of water distribution mains and 483 miles of sewer mains.

During March 2020 – Nov 17, 2020, GUC marked 3042 locate tickets for its water and 2178 locate tickets for its sewer utilities. GUC averages 339 water and 241 sewer utility marked locate tickets each month.

The GUC Gas Department owns, operates, and maintains 729 miles of gas distribution mains and 478 miles of gas service lines.

During March 2020 – Nov 17, 2020, GUC marked 4533 locate tickets for its gas utilities. GUC averages 509 gas utility marked locate tickets each month.

Greenville Utilities Commission (GUC) has been notified that a broadband service provider intends to provide service within its' service area. According to the provider:

1. They expect to install approximately 2 million feet of fiber optic cabling to serve the City of Greenville and surrounding areas. Approximately 1 million feet will be attached to GUC poles and another 1 million feet will be installed underground.
2. They plan to average 100,000 feet of cable installed per week split between OH and UG for main trunk lines.
3. The cables will utilize GUC poles, public street rights of way, and mainly install where existing cable tv and telephone lines are located.
4. They anticipate mobilizing approximately 20 underground contract crews and 7 overhead contract crews.
5. The plans for the network will be completed in January if all proceeds as expected.
6. Service drops to homes would be installed later by different crews at the time of a service request by a new customer.

7. The service area will be the City of Greenville, Simpson, some large neighborhoods just outside city limits and possibly the Town of Winterville initially.
8. Construction expected to start in April 2021 with service available to first customers about four months later.
9. Major construction will be completed within a year timeframe.
10. Their plan is to start off with ± 80 locate tickets per week for a few months then ramp up to ± 200 locate tickets per week.

Definitions

Design Notice - A communication to the Notification Center in which a request for identifying existing facilities for advance planning purposes is made. A design notice may not be used for excavation purposes.

Emergency – An event involving clear and imminent danger to life, health or property, the interruption of essential utility services, or the blockage of transportation facilities, including highways, railways, waterways, or airways that require immediate action.

Excavation – Any operation for the purpose of the removal of earth, rock or other material on or below the surface of the ground by the use of manual or mechanized equipment or by ditching, drilling, directional drilling, driving, grading, horizontal directional drilling, well drilling, plowing-in, pounding, pulling-in, ripping, scraping, trenching, and tunneling.

Excavation Site – The area where an Excavator intends to perform or actually performs Excavation.

Excavator – Any person who engages directly in Excavation and/or design of Excavation and who requests the location of Owners Underground Facilities.
Excavator Notification – Notification given to the Excavator that Underground Facilities are not present at the Excavation Site.

Facility - Any underground line, underground system, or underground infrastructure used for producing, storing, conveying, transmitting, identifying, locating, or distributing communication, electricity, gas, petroleum, petroleum products, hazardous liquids, water, steam, or sewage. Provided there is no encroachment on any operator's right-of-way, easement, or permitted use, for the purposes of this Article, the following shall not be considered an underground facility: (i) swimming pools and irrigation systems; (ii) petroleum storage systems under Part 2A of Article 21A of Chapter 143 of the General Statutes; (iii) septic tanks under Article 11 of Chapter 130A of the General Statutes; and (iv) liquefied petroleum gas systems under Article 5 of Chapter 119 of the General Statutes, unless the system is subject

to Title 49 C.F.R. § 192 or § 195.

Facility Owner – The owner of a specific Underground Facility. For purposes of this Agreement, the Facility Owner is the Owner.

Identified, But Un-locatable – An Underground Facility, the presence of which is known, but cannot be field-marked with Reasonable Accuracy

Locatable Underground Facility – Facilities for which the Tolerance Zone can be determined by the locator using generally accepted practices such as as-built construction drawings, system maps, probes, locator devices or any other type of proven technology for location.

Locate or Locating – The process of detecting Underground Facilities through the use of inductive or conductive equipment and marking the surface of the ground to identify the existence and location of Underground Facilities.

Locate Request

Normal Locate Request – A request to locate received at least 3 full working day notice, but no more than 15 business days, prior to the commencement of excavation, excluding Saturdays, Sundays and state and federal holidays.

3 Hour Notice - If a facility operator fails to provide the locate status to the NC811 Positive Response System, the excavator may proceed with their excavation if there are no visible indications of a facility at the proposed excavation or demolition area, such as a pole, marker, pedestal, meter, or valve. However, if the excavator is aware of or observes indications of an unmarked facility at the proposed excavation or demolition area, the excavator shall not begin excavation or demolition until an additional notice is made to NC811 detailing the facility and an arrangement is made for the facility to be marked by the facility operator within three hours from the time the additional notice is received by NC811

Emergency Locate Request – A request to locate which demands immediate action to prevent significant damage or loss of life, health, property, or essential public services, including re-erecting critically needed traffic control signs or devices.

Marking – Application of paint, flags or stakes to clearly identify on a horizontal plane the location of GUC's Underground Facilities within the tolerances set forth under the current State Laws of North Carolina governing Underground Facility Protection.

One-Call Center – The statewide communication system operated by an organization which has as one of its purposes to receive and record notification of planned excavation in the state from excavators and to disseminate such notification of planned excavation to operators who are members and participants.

Person – Any individual, partnership, franchise holder, association, corporation,
Underground Facility Locating Services

state, city or county, or any subdivision or instrumentality of a state and its employees, agents or legal representatives.

Positive response - An automated information system that allows excavators, locators, operators, and other interested parties to determine the status of a locate request.

Locator - An individual who identifies and marks facilities for operators who has been trained and whose training has been documented.

Operator - Any person, public utility, communications or cable service provider, municipality, electrical utility, or electric or telephone cooperative that owns or operates a facility in this State.

Reasonable Accuracy – Markings within the Tolerance Zone on either side of the Underground Facility as specified by the current State Laws governing Underground Facility Protection.

Tolerance zone - If the diameter of the facility is known, the distance of one-half of the known diameter plus 24 inches on either side of the designated center line or, if the diameter of the facility is not marked, 24 inches on either side of the outside edge of the mark indicating a facility or, for subaqueous facilities, a clearance of 15 feet on either side of the indicated facility.

Underground Facility – Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of water, sewage, electronic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substances, including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.

Site Surveillance – To watch over and protect Owner's assets during unusual or extensive excavation projects (i.e.: road-widening projects, sewer projects, etc.) and providing such continuous on-site locate services as may be dictated by the nature and scope of the excavation or as may be required by the Excavator, also known as standby protection.

Site Visit/No Facilities – Visit ticket location dig site and no GUC facilities are present to locate/mark.

Working day – Every day, except Saturday, Sunday, or State legal holidays (this is related to North Carolina 811 work day calendar).

Services to be performed by Contractor

Contractor will receive facility locate requests directly from North Carolina 811 One-Underground Facility Locating Services

Call Center via UtiliSphere cloud software and manage the entire locating process for the GUC. Contractor shall furnish all labor, supervision, tools, materials, paint (APWA uniform color code), equipment (including all hardware compatible with the existing communication systems used by the UtiliSphere cloud software and transportation to perform Underground Facilities Locating and Marking services, as requested by the GUC and the North Carolina 811 One-Call Center on behalf of Owner, in accordance with the requirements in the RFP). Contractor will upload photos of markings to each locate ticket via the UtiliSphere cloud software. GUC to provide flags to contractor.

Contractor's Duties and Responsibilities

Contractor will receive and respond to all Excavation notices directed by GUC for Electric, Fiber, Water, Sewer, and Gas through UtiliSphere cloud software by the North Carolina 811 One-Call Center in accordance with current State Laws. Contractor shall provide such Markings and protection as may be required. Such protection shall include painting, flagging or staking in accordance with the current State Laws governing the protection of Underground Facilities and GUC's specifications-

Contractor will comply with all applicable federal, state, county and local laws, ordinances and regulations including then current North Carolina Underground Utility Damage Prevention Act. Contractor will be responsible for obtaining all licenses, permits, inspections and other authorizations required for Contractor's performance of the Services. All Markings shall be in accordance with the current State of North Carolina Laws and GUC specifications.

Contractor's personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record-keeping requirements necessary to perform the Locate Request and Marking tasks. Contractor's locating equipment or devices are subject to GUC's approval. All Underground Facilities shall be electronically located, except where electronically impossible. Ground penetrating radar (GPR) can also be used (supplied by Contractor). Contractor's personnel shall always represent GUC in a courteous and professional manner.

Safely manage the GUC's location maps and records. This information shall not be disclosed or made available to persons not approved by the GUC. Additionally, the Contractor shall utilize all information transmitted by GUC solely for the purpose of performing locates on behalf of GUC.

Contractor shall receive and record Locate Requests from the North Carolina 811 One-Call Center via UtiliSphere cloud software during normal service hours consistent with the North Carolina working day calendar, but should be no less than Monday through Friday 7:00 a.m. through 5:00 p.m. Contractor shall complete the requirements of a Normal Locate Request within three (3) full working days or receiving the request consistent with North Carolina 811 Normal Locate

procedures.

Contractor shall record all Emergency Locate Requests that are assigned at any time of the day.

Contractor shall provide all circuits and equipment required to receive requests from the North Carolina 811 One-Call Center via UtiliSphere cloud software. GUC shall be responsible for all other contractual and cost obligations from the North Carolina 811 One-Call Center and UtiliSphere cloud software.

Contractor will utilize the North Carolina 811 Positive Response System (within UtiliSphere cloud software) for coordinating Locate Ticket response. Contractor will utilize the UtiliSphere cloud ticket software for all responses to locate requests for GUC (GUC will provide login and access information). Contractor shall be responsible for making arrangements with all Excavators for Locate purposes. All Locate Requests will be processed according to North Carolina 811 Positive Response System. Contact will be made with the Excavator to arrange an appropriate time to perform the Locate if unable to be completed before due date. All Excavators will be called as soon as possible to confirm requested time of appointments or to make appropriate arrangements, as required.

Contractors' administrative responsibility shall include, but not be limited to, receipt, recording, dispatching, reporting, monitoring and closing out of Notice of Excavation.

When the Underground Facility is "Identifiable, but Un-locatable", Contractor must contact Owner. Owner will then determine the course of action to be taken. If no course of action is successful, Contractor shall notify the Excavator of the presence of any "Identified, but Un- locatable" Facilities of GUC and shall caution the Excavator that any location information supplied may not be within the scope of the definition of Reasonable Accuracy.

In the event Contractor fails to meet the demands for Locate Requests, GUC, in its sole determination, shall have the right to use its own employees or the services of another outside vendor to satisfy such needs. GUC shall then invoice Contractor for GUC's costs in using its own employees or vendor.

Additional visits to the Excavation Site required due to Contractor's unsatisfactory performance shall not be treated or considered an additional ticket.

In the event that an Underground Facility is damaged by a third party as a result of Contractor errors and omissions to properly mark such Underground Facilities in accordance with its contractual agreement with the GUC, all applicable laws and regulations, and state laws governing utility protection, the Contractor shall be liable for full costs for such damage, unless such damages resulted due to circumstances or factors beyond the control of the Contractor. Contractor will also be responsible for downtime/delays to Company due to inaccurate locates.

GUC will be conducting damage investigations for damaged GUC facilities. Contractor and GUC shall hold meetings as needed to review completed investigation reports, and to assess responsibility. Should the damage review process between GUC and Contractor reveal that GUC does not find Contractor liable for damage, GUC agrees to hold Contractor harmless from any ensuing damages owed to any third party as a result of the damage to the GUC's Underground Facilities or any fines that may later be levied by the State of North Carolina. Should the damage review process between GUC and Contractor reveal that the Excavator is responsible for the damage, Contractor shall provide testimonial and investigative support for any recovery efforts by GUC. Should the damage review process between GUC and Contractor reveal that Contractor is liable for the damage, Contractor agrees to hold GUC harmless from any ensuing damages owed to any third party as a result of the damage to the GUC's Underground Facilities or any fines that may later be levied by the State of North Carolina.

Contractor will be responsible for any costs involved with distributing electronic mapping, or updates to maps and records for its employees. Contractor shall retain and safeguard GUC's location maps and records. Contractor shall be responsible to notify GUC, of any discrepancies or omissions in the GUC-provided records, to the extent Contractor can determine the discrepancies and omissions. Contractor shall acknowledge that GUC's maps may not be available and to the extent that maps are available, they do not reflect the actual physical location of Underground Facilities and may not exist for all installations. Contractor shall be solely responsible for determining the existence of Underground Facilities (walk around houses/buildings if needed). Contractor shall be responsible for and liable for any failure to locate Underground Facilities consistent with the provisions of this Statement of Services.

Greenville Utilities Commission Duties and Responsibilities.

GUC can provide maps and diagrams of GUC's Underground Facilities and will reflect the most current information available to GUC. GUC shall work with Contractor to arrange for the North Carolina 811 One-Call Center to send all Locate Requests directly to Contractor via UtiliSphere cloud software.

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Pricing Format – Unit Base Bid for Initial Year

Item	Unit	Description	Price	Per
1	Each	Normal Locate Request		Ticket*
2	Each	Emergency Locate Request		Ticket*
3	Each	Site Visit/No Facilities		Ticket
4	Each	Normal Locate Request		Ticket**
5	Each	Emergency Locate Request		Ticket**
5	Each	Normal Locate Request		Ticket***
6	Each	Emergency Locate Request		Ticket***

*Price per ticket should include all GUC facilities

**Price per ticket should include Electric, Fiber and Gas facilities

***Price per ticket should include Water and Sewer facilities

All Emergency Locate Tickets shall be paid for at the Normal Locate Ticket rate for all Emergency Locate Tickets received between 7:00 a.m. and 5:00 p.m. during Working Days. Pricing for Emergency Locate Request should reflect charges associated with Contractor call outs between 5:01 p.m. and 6:59 a.m. during Working Days and on Holidays and Weekends.

The selected contractor must be able to demonstrate that it has the personnel, materials, equipment, labor, transportation, machinery, tools, appliances, fuel, and all other consumables and incidentals necessary for the completion of the work, including traffic control, when necessary.

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PROPOSALS SHALL BE RECEIVED BY 3:00 PM (EDT) ON January 6, 2021.

Proposals shall be submitted to Cleve Haddock, CLGPO, Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834. GUC reserves the right to reject any and all Proposals.

Questions regarding this Request for Proposals (RFP) should be received on or before 3:00 PM (EDT) on December 11, 2020. Answers should be communicated by December 16, 2020. All questions shall be directed to the attention of Cleve Haddock, CLGPO, Procurement Manager, (252) 551-1533, at haddocgc@guc.com.

SELECTION PROCESS

- Proposals should be received no later than 3:00 PM (EDT) January 6, 2021. All firms submitting proposals must be duly licensed to practice business in the State of North Carolina. **Late Proposals will not be considered.**
- Screening of proposals by a staff committee should be completed by January 27, 2021. The staff committee will review the potential firm's recent specialized experience, firm's staff qualifications, firm's capacity to accomplish the work, firm's past performance, ability to meet the requirements with base product and other considerations when screening proposals.

EVALUATION AND AWARD

Proposals will be evaluated by GUC personnel. Selected vendors may be requested to present formal presentations/unit demonstrations on site on a date and time mutually agreeable by both parties. The cost of these demonstrations and travel / accommodations will be the responsibility of the vendor.

Evaluation Criteria:

Vendor/unit selection shall be based on evaluation and rating of Vendor's demonstrated competence and qualifications/performance for the type of unit/services/products to be offered. The following guidelines will be used as minimum criteria for rating the Vendor:

- The quality of references from past customers of vendor.
- Quality of approach and methodology that demonstrates an understanding of the requirements
- Vendor's response time
- Overall Costs
-

GUC reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal. If a proposal is to be awarded, it will be awarded to the responsible, responsive respondent whose evaluation by GUC indicates that the award will be in GUC's best interests.

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TERMS AND CONDITIONS

GUC reserves the right to reject all Proposals or accept such Proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal.

CONFLICT OF INTEREST

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of Proposers providing consultation services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a Proposer's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the consultant from suspicion and accusations of breach of professional integrity. Proposers are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFP.

PROPOSER INCURRED COSTS

All costs that may be incurred to prepare qualifications, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each Proposer. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by Proposers during the proposal preparation, subsequent selection or negotiation stages.

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.

PROPOSAL WITHDRAWAL

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

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.

MEDIATION/BINDING ARBITRATION

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding 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.

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, shall be provided by Provider.

GOVERNING LAWS

All requests, 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.

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).

ADMINISTRATIVE CODE

Proposals, bids, Qualifications, and awards are subject to applicable provisions of the North Carolina Administrative Code.

COVID19

Notwithstanding anything else in this Contract, while federal, state, or local state(s) of emergency are in effect, or when a public health emergency has been declared, Contractor shall comply with all guidance and recommendations of the Centers for Disease Control, the State of North Carolina, Pitt County, unless mutually agreed to by GUC and Contractor.

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
252-551-1533

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COMPLETE BELOW FORM(S)

Letter of Compliance to E-Verify for Greenville Utilities Commission

1. I have submitted an RFP for contract or desire to enter into a contract with the Greenville Utilities Commission of the City of Greenville, N.C.
2. As part of my duties and responsibilities pursuant to said RFP 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 RFP and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this RFP 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 submitting a proposal on these services. 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

Signature

Date

Your Proposal should be received no later than January 6, 2021
at 3:00 PM (EDST)

Notice:

Greenville Utilities Commission is committed to the health and safety of our customers and employees. We are taking the spread of COVID-19 very seriously and continue to monitor the latest Local, State, and Federal guidance. We are presently closed to the public.

We are receiving FedEx, UPS, US Mail

Send Proposals to:

Greenville Utilities Commission
401 South Greene Street, Greenville, North Carolina, 27834
Att: Cleve Haddock, CLGPO, Procurement Manager
RFP # 20-58