

ADVERTISEMENT FOR BIDS

Sealed proposals will be received in the Office of the Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 PM (EDST) on April 21, 2016 and immediately thereafter publicly opened and read for the Sale of Surplus Items.

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

Greenville Utilities Commission reserves the right to reject any or all bids.

SECTION I

GENERAL INSTRUCTIONS FOR SEALED BIDS

RELATED TO THE PURCHASE/SALE OF APPARATUS, SUPPLIES,

MATERIALS, AND EQUIPMENT

1.0 NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received in the Office of the Procurement Coordinator, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 PM (EDST) on April 21, 2016, 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 COORDINATOR, GREENVILLE UTILITIES COMMISSION, P. O. BOX 1847, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27835-1847.

4.0 TIME FOR OPENING BIDS

Bids will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Procurement Coordinator, Greenville Utilities Main Office, 401 S. Greene Street, Greenville, North Carolina. Bidders or their authorized agents are invited to be present. Late bids will not be accepted.

5.0 DEPOSIT

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

6.0 NC SALES TAX

NA

7.0 FEDERAL EXCISE TAX

NA

8.0 BID PRICES, COMPLETE AND CHECK ALL MATH

It is the responsibility of the bidder to extend bid prices and supply a total for all items.

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 **highest** 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 PAYMENT

Payment to be made in advance, prior to shipping/pick-up of surplus items.

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 CERTIFICATION OF DESTRUCTION

Certification of destruction/cleaning of the hard drives must be provided.

15.0 SHIPPING/FREIGHT CHARGES

Buyer is responsible for freight charges.

16.0 CONTACT INFORMATION, SITE VISIT

Questions regarding this bid request or to make a site visit and view the items for sale, please contact: Cleve Haddock, Procurement Coordinator at (252) 551-1533, haddocgc@guc.com.

17.0 TERMS AND CONDITIONS

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

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SECTION II**GREENVILLE UTILITIES COMMISSION****SUBMIT BID ON ATTACHED FORM(S)**

<u>Pallet 117</u>	<u>Model</u>	<u>Description</u>	<u>Condition</u>	<u>Bid Amount US Dollars For Each Item</u>
HP Laserjet	4250dtn	CNDXC15688	operable when removed 07/14 no manuals/no software Prints black/white only Parallel & USB	\$
Savin Copier	2513	H9039202223	Operating condition unknown no manuals/no software Copies/Faxes Black/white only	\$
HP Laserjet	P4015N	CNDY137457	operable when removed 06/14 Prints black/white only Parallel & USB	\$
HP Laserjet	P4015N	CNO4867745	operable when removed 09/14 no manuals/no software Prints black/white only Parallel & USB Network Card	\$
HP Officejet	8500	CNO5C7R09V	Operable Prints Color Copies/Faxes/Scans Network Card *Needs Printheads and cartridges	\$
HP Laserjet	4100N	USBNH20346	Operable no manuals/no software Prints black/white only Parallel cable only Network Card	\$
HP Deskjet	6122	MY4872B12N	operable when removed 09/14 Prints color Parallel & USB	\$
HP Deskjet	6122	MY28N193VN	Operable no manuals/no software Prints color Parallel & USB	\$
HP Deskjet	6940	MY81FCSIPH	operable when removed 08/14	\$

			no manuals/no software	
			Prints	
			USB only	
			Network Card	
HP Color Laserjet	4650N	JPBGD04002	operable when removed 07/14	\$
			Prints color	
			USB only	
			Network Card	
HP Laserjet	4250N	CNDXD15590	operable when removed 07/14	\$
			Prints black/white only	
			Parallel & USB	
			Network Card	
Pallet 118				
Dell Optiplex	980	1C228P1	not operable	\$
			Intel i5	
			Speed: 3.2	
			RAM: 4 gig	
			Hard drive: removed	
			No video card	
Dell Precision	670	6QB5V71	operable when removed 06/14	\$
			no manuals/no software	
			Xeon P4	
			Speed: 2.89	
Dell Opti	745	76N5XD1	operable when removed 09/14	\$
			no manuals/no software	
			Processor: P4	
			Speed: 3	
			RAM: 4 gig	
			Hard drive: 160g included	
Dell	T3400	66TF7G1	operable when removed 09/14	\$
			no manuals/no software	
			RAM: 4 gig	
			Hard drive: 80g included	
Dell Optiplex	380	GZBWNM1	operable when removed (no date)	\$
			Processor: Core 2	
			Speed: 3GHZ	
			RAM: 4 gig	
			Hard drive: 250g	
Dell Optiplex	380	GZDWNM1	Operable	\$
			no manuals/no software	
			Processor: Core 2	
			Speed: 3GHZ	

			RAM: 4 gig	
			Hard drive: removed	
Dell Optiplex	380	GZJVNM1	operable when removed (no date)	\$
			Processor: Core Duo	
			Speed: 3GHZ	
			Operating System: XP	
			Hard drive: removed	
Dell Optiplex	380	GZ8VNM1	operable when removed 02/15	\$
			Processor: Core 2 Duo	
			Speed: 3GHZ	
			Hard drive: removed	
Dell Optiplex	380	G7GWNM1	operable when removed 01/15	\$
			Processor: Core 2	
			Speed: 3GHZ	
			Operating System: Win 7	
			Hard drive: removed	
Dell Optiplex	380	GZFVNM1	operable when removed 12/14	\$
			Processor: Core 2 duo	
			Speed: 3GHZ	
			RAM: 4 gig	
			Operating System: Win 7	
			Hard drive: removed	
Dell Optiplex	GX620	G8QQMB1	operable	\$
			no manuals/no software	
			Processor: P4	
			Speed: 3GHZ	
			RAM: 4 gig	
			Hard drive: 80g included	
Dell	620	9VDY981	operable	\$
			no manuals/no software	
			Processor: P4	
			Speed: 3 GHZ	
			Hard drive: removed	
			*Bad M.B./P.S.	
Dell Optiplex	GX620	BHV5981	operable when removed (no date)	\$
			Processor: Core 2	
			Speed: 3GHZ	
			RAM: 4 gig	
			Operating System: Win 7	
			Hard drive: 250GB	
Dell Optiplex	GX620	23K5981	operable	\$
			Processor: Core 2 Duo	

			Speed: 3 GHZ	
			RAM: 4 gig	
			Hard drive: 80g included	
Dell Optiplex	GX620	3V5XCB1	operable	\$
			Processor: Core 2 duo	
			Speed: 3GHZ	
			RAM: 4 gig	
			Hard Drive: 250GB included	
Dell	GX620	48QQMB1	operable	\$
			Processor: Core 2 duo	
			Speed: 3GHZ	
			RAM: 4 gig	
			Hard Drive: 250GB included	
Dell Optiplex	GX620	FBQQMB1	operable	\$
			Processor: Core 2 duo	
			Speed: 3GHZ	
			RAM: 2 gig	
			Hard drive: 250gb included	
Dell Optiplex	755	CZR3HH1	operable	\$
			no manuals/no software	
			Processor: Core 2 duo	
			Speed: 2.3ghz	
			RAM: 4 gig	
(3) Dell Optiplex	755	HWZQ4H1	operable	\$
		9X2Q4H1	no manuals/no software	\$
		J6Q3HH1	Processor: P4	\$
			Speed: 3.2	
			RAM: 4 gig	
			Hard Drive: 250GB included	
Dell Optiplex	755	CNKDDH1	operable when removed 04/15	\$
			Processor: Core 2	
			Speed: 2.3ghz	
			RAM: 2GB	
			Operating System: Win 7	
			Hard drive: 250GB	
Dell Optiplex	755	DNKDDH1	not operable	\$
			Processor: Core 2 Duo - P4	
			Speed: 2.3ghz	
			RAM: 4gig	
			Hard drive: removed	
			*Dead	
Dell Optiplex	755		operable when removed 12/14	\$
			Processor: Core 2 duo	

			Speed: 2.3ghz	
			RAM: 2GB	
			Hard drive: removed	
Dell Optiplex	755	7H6GHH2	operable when removed 12/14	\$
			no manuals/no software	
			Processor: Core 2 duo	
			Speed: 2.3ghz	
			RAM: 4gig	
			Hard drive: 80g included	
Dell Optiplex	755	GH6GHH1	operable when removed 12/14	\$
			Processor: Core 2	
			Speed: 2.3ghz	
			RAM: 2gig	
			Operating System: Win 7	
			Hard drive: 80g included	
Dell Optiplex	755	J20YDH1	operable	\$
			Processor: Core 2	
			Speed: 2.3ghz	
			RAM: 2gig	
			Hard drive: 80g included	
Pallet 119				
Dell Dimension	9100	GDGXR81	operable when removed 02/14	\$
			no manuals/no software	
			RAM: 4gig	
			Hard drive: 160g included	
Dell Monitor	1905FP		Operable	\$
			Flat Panel 19"	
Dell Monitor	1907FP+		Operable	\$
			Flat Panel 19"	
Cisco Catalyst	2900	000427241C00	operable when removed 07/14	\$
			no manuals/no software	
Cisco Catalyst	1900	003080B60BZCO	operable when removed 07/14	\$
			no manuals/no software	
Motorola	Advisor Gold	202703	operable when removed 02/14	\$
		202673	no manuals/no software	\$
		202707		\$
		202676		\$
		202369		\$
		202675		\$
		202681		\$
		202702		\$

		178641		\$
		202671		\$
		202084		\$
Mac	Pro	G86451EAUPZ	operating condition unknown	\$
			no manuals/no software	
HP Laserjet	4015N	CNDYZ00276	no descriptions	\$
Dell	GX620	929WLB1	operable when removed 07/14	\$
			no manuals/no software	
			Processor: P4	
			Speed: 3ghz	
			RAM: 2gig	
			Operating System: XP	
			Hard Drive: 80gig included	
Dell	GX620	4F8XCB1	operable when removed 07/14	\$
			no manuals/no software	
			Processor: P4	
			Speed: 3ghz	
			RAM: 4gig	
			Hard Drive: Removed	
			Operating System: N/A	
Panasonic	CF-30	8GK5B70029	operable when removed 07/14	\$
			no manuals/no software	
			Processor: Core 2 Duo	
			Speed: 1.6	
			RAM: 2gig	
			Operating System: XP	
			Hard Drive: 80gig included	
Panasonic	CF-30	8EKYA37425	operable when removed 01/14	\$
			Processor: Core 2 Duo	
			Speed: 1.6ghz	
			RAM: 1GB	
			Operating System: XP	
			Hard Drive: 80GB	
Dell Optiplex	755	DSNBYG1	operable when removed 07/14	\$
			no manuals/no software	
			Processor: P4	
			Speed: 3.2ghz	
			RAM: 4gig	
			Hard Drive: 250GB included	
Dell Optiplex	755	C10YDH1	operable	\$

			Processor: Core 2 Duo	
			Speed: 2.3g	
			RAM: 2g	
			Hard Drive: 80g	\$
Dell Optiplex	755	620YDH1	not operable	
			Processor: Core 2	
			Speed: 2.3 GHZ	
			RAM: 2GB	
			Operating System: XP	
			Hard Drive: 80GB included	
Dell Optiplex	755	FZR3HH1	operable	\$
			no manuals/no software	
			Processor: P4	
			Speed: 3.2g	
			RAM: 4	
			Hard Drive: removed	
Dell Optiplex	745	DCJLRD1	operable when removed 02/15	\$
			no manuals/no software	
			Processor: P4	
			Speed: 3g	
			RAM: 4g	
			Hard Drive: 250g included	
Dell Optiplex	380	GZHVNM1	operable when removed 02/15	\$
			Processor: Core 2	
			Speed: 3ghz	
			RAM: 4gig	
			Operating System: Win 7	
			Hard Drive: 250GB included	
Dell Optiplex	380	GZCXNM1	operable when removed 02/15	\$
			Processor: Core 2 Duo	
			Speed: 3ghz	
			RAM: 4gig	
			Operating System: Win 7	
			Hard Drive: Removed	
Dell Optiplex	380	J4ZXLM1	operable when removed 02/15	\$
			Processor: Core 2 Duo	
			Speed: 3ghz	
			RAM: 4g	
			Operating System: Win 7	
			Hard Drive: removed	
Dell Optiplex	360	JVXR7J1	operable when removed 09/15	\$
			Processor: Core 2	
			Speed: 3GHZ	

			RAM: 4GB	
			Operating System: XP	
			Hard Drive: 250GB	
Dell Optiplex	360	BH6CJG1	operable when removed 07/14	\$
			Processor: Core 2 Duo	
			Speed: 3ghz	
			RAM: 4g	
			Hard Drive: 250g included	
Dell Optiplex	980	912VMM1	not operable	\$
			Processor: Pentium i5	
			Speed: 3.2g	
			RAM: 4	
			Hard Drive: removed	
			Note: Bad power supply	
Dell Optiplex	980	1HQTNM1	operable when removed 06/15	\$
			Processor: Pentium i5	
			Speed: 3.2 GHZ	
			RAM: 4GB	
			Operating System: Win 7	
Dell Optiplex	980	FLW2MM1	not operable-bad hard drive	\$
			Processor: i5	
			Speed: 3ghz	
			RAM: n/a	
			Operating System: Win 7	
			Hard Drive: removed	
<u>Pallet 120</u>				
HP DesignJet	5500PS	SG53J2400G	not operable	\$
			prints	
			Interface: parallel cable only	
			color	
			network card	
<u>Pallet 121</u>				
HP DesignJet	1055CM	ESA8C03601	not operable	\$
			no manuals/no software	
			prints	
			Interface: parallel cable only	
			color	
			network card	
<u>Pallet 122</u>				
HP DesignJet	1055CM	SG99G1312C	not operable	\$

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 twenty-five (25) 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 twenty-five (25) employees in the State of North Carolina.
Specify subcontractor: _____

_____ (Company Name)

By: _____ (Typed Name)

_____ (Authorized Signatory)

_____ (Title)

_____ (Date)

RFP Number (if applicable): _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

SECTION III

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

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

1.0 TAXES

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

2.0 INVOICES

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

3.0 PAYMENT TERMS

Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, or supplies 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 Purchasing Buyer II.

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 Purchasing Buyer II, 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 Purchasing Buyer II.

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 Purchasing Buyer II, 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 Purchasing Buyer II. 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 Purchasing Buyer II.**

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 NOTICES

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

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

Vendor Specified on Page 1 of Section III when awarded.