

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 2:00 PM (EDST) on January 31, 2018 and immediately thereafter publicly opened and read for the furnishing of Two (2) 60' Aerial Tower Unit Mounted with Utility Line Body & 1,250 lbs. Material Handling Package.

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. **Late bids will not be considered.**

SECTION I
GENERAL INSTRUCTIONS FOR FORMAL BIDS
RELATED TO THE PURCHASE 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 2:00 PM (EDST) on January 31, 2018, the day of opening. Bids submitted in a fax or e-mail in response to this Invitation for Bids **will not be acceptable**.

1.1 PRE-BID MEETING – A Pre-Bid meeting will be held at Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 on Wednesday, January 17, 2018 at 10:00 am (EDST).

1.1.1 The intent of the Pre-Bid Meeting is to allow the bidders an opportunity to ask questions and make clarifications prior to submitting a bid.

1.1.2 Only portions of the bid/contract will be discussed. Lack of discussion or clarifications of any portion of the bid/contract does not relieve the Bidder from conforming to the provisions of the same.

2.0 STANDARD FORMS REQUIRED

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

3.0 PREPARATION OF BID

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to: 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.

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.

Any and all changes and/or options that are made after the bid award must be pre-approved on a change order indicating all cost and/or credits.

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 time is to be stated and will be considered in the evaluation of bids.

15.0 MANUFACTURER

Bidder is to specify the manufacturer of items being quoted.

16.0 CONTACT INFORMATION

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

17.0 TERMS AND CONDITIONS

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

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SECTION II

GREENVILLE UTILITIES COMMISSION

SPECIFICATIONS FOR TWO (2) 60' AERIAL TOWER UNIT MOUNTED WITH UTILITY LINE

BODY AND 1,250 LBS. MATERIAL HANDLING PACKAGE

JANUARY 31, 2018

It is the intent of the following specifications to set up minimum requirements for two (2) 60' aerial tower unit mounted with a utility line body and 1,250 lb. material-handling package. The units should have a 60 ft. working height, 55 ft. height to bottom of basket, center mounted over rear axle, insulated articulating aerial tower, equipped with 1,250 lb. capacity boom mounted winch and jib, with two-man side mounted basket. The unit must be tested to meet or exceed all applicable ANSI or OSHA requirements.

All exceptions and variations must be clearly noted on the attached Exceptions/ Variation Form. A copy of this form must be signed and returned with the bid package. Failure to clearly identify all exceptions or variations, as determined by Greenville Utilities (GUC) and at the discretion of GUC, may be cause for rejection of the bid. If no exceptions are identified, and no change order approved, then it will be expected that the delivered unit will be to these exact specifications.

Complete descriptive information on all equipment quoted, i.e., aerial device and accessories, line service body, and cab-chassis shall be provided as part of the bid package at the time of the bid opening. Bids submitted without adequate documentation, as determined by GUC, are not acceptable and may be rejected. The complete descriptive information will not be considered as a substitute for the Exceptions/Variations Form. All exceptions must be clearly stated on the provided Exception/Variations form.

Any and all changes and/or options that are made after the bid award must be pre-approved on a change order indicating all cost and/or credits.

Bucket truck distributors may not quote on any brand of equipment that they have not been representing for a minimum of five (5) years.

GENERAL SPECIFICATIONS

Aerial Tower Unit shall be the manufacture's standard and may not be modified to meet these specifications. Provider's intent shall be to furnish, install and certify two (2) articulated, insulated aerial dice, with outriggers, for operation under 46 KV in absolute compliance with OSHA-ANSI A92.2 Standards. Standard product items may be removed only where it is necessary to install other items in order to comply with these specifications.

Height to Bottom of Basket	55'
Working Height	60'
Horizontal Reach @ 28' Operating Height	43'
Rated Basket Capacity with 50KV Liner	500 lbs.
Upper Boom Arc of Travel	173°
Lower Boom Arc of Travel	120°

OUTRIGGERS

Primary outriggers shall be X-frame and auxiliary outriggers shall be A-frame. An outrigger and boom interlock system must be provided to prevent the operation of the tower unless the outriggers are properly lowered. Each outrigger cylinder assembly must be equipped with a pilot check-valve to prevent the collapse of the outrigger in the event of hydraulic failure. An audible warning much sound whenever any outrigger is being lowered. Shut-off valves must be provided at the control panel to allow for individual operation of the outriggers to level the vehicle on sloping terrain. The outrigger controls must be located on the sides of the SS and CS of the tail shelf.

PEDESTAL

The pedestal shall be mounted over the chassis rear axle and must be structurally capable of supporting the turntable assembly during aerial tower operation. The pedestal shall be constructed as a rectangular steel box and house the turntable gearbox, the turntable hydraulic motor and the hydraulic oil reservoir tank. The outriggers and pedestal, as an assembly, shall be bolted to the chassis frame. Access panels shall be provided on the pedestal to facilitate maintenance. Base pedestal height must be raised to accommodate side boxes, allowing full rotation and operation without interfering with the boom.

TURNTABLE

The turntable shall consist of a shear ball-bearing with upper and lower steel mounting plates and a hydraulic worm gear reduction type drive unit. The bearing must be sealed against dirt and have lubrication fittings. A check valve must be provided on the rotation motor to prevent free and unrestricted rotation in the event of hydraulic line failure. Continuous, unrestricted 360° rotation must be provided.

LOWER BOOM

The lower boom of the aerial device should be constructed of steel plate and formed and welded to a box section with rounded corners. The main boom hinge pin shall be steel construction and have bearings with lubrication fittings. The lower boom shall have a fiberglass insert with a minimum of 24" metal to metal separation. The lower boom with all components installed shall be dielectrically tested to 46 KV. The outside of the fiberglass finish shall have a smooth finish and be coated with white gelcoat for weather resistance. Articulation of the lower boom shall be a minimum of 120°.

UPPER BOOM

The upper boom shall be constructed of fiberglass. The outside of the boom shall have a smooth finish and be coated with white gelcoat for weather resistance. Lubrication fittings shall be provided where required. The upper boom shall be dielectrically tested and certified for up to 46 KV. Articulation of the upper boom shall be a minimum of 173°. Upper boom shall have an automatic stow system.

BOOM MOUNTED WINCH

A 60' material handler boom mounted winch with removable jib shall include the following:

- 24" X 48" X 42" side mounted basket, 600 lb. capacity with 90° rotator

- Sub-frame with one set of auxiliary outriggers
- Auxiliary winch line control valve at turntable
- Minimum load lifting capacities shall be 1,250 lbs.
- Bidder shall supply load capacity charts
- Hastings 12666 Conductor Holder
- Swivel hook for winch rope (23421042 or equal)

Winch and jib shall be mounted below upper boom such that the upper boom is free from obstruction on either side of boom.

PLATFORM – Approximately 24” X 48” X 42”

The solid fiberglass bucket shall be a side-mounted design and have a minimum rated basket capacity of 500 lbs., including liner. ANSI approved safety belt lanyard mount shall be installed for bucket operation. The basket shall be provided with a dump feature to facilitate removal of an injured operator. The platform shall have an exterior step on the curbside. A control handle with a fiberglass guard completely surrounding the handle shall be on the curb side end. Basket access grip-strut steps and handrail at the rear of the body curbside shall be provided. Basket liner to be provided shall be tested to 46 KV and certified for use under 26 KV. A waterproof basket cover shall be provided. Basket shall be 24” X 48” X 42” with a minimum of 90° rotation about the end of the upper boom. The platform rest should have a square tube post instead of a round post.

BASKET LEVELING

Must have an automatic, hydraulic basket leveling system. This leveling system shall be totally enclosed within the upper boom maintaining full insulation value of the upper boom. Leveling system must use fiberglass rod and chain system. No cables will be allowed.

CONTROL SYSTEM

The aerial device shall have a remote single stick control at the platform and the main control valve at the base of the unit. The lower control functions shall be capable of overriding the upper controls. A safety interlock system shall be provided with the interlock at the platform and at the lower controls. The interlock trigger (in platform) or the palm button (at lower controls) must be engaged before any boom movement can be accomplished. All outrigger controls shall be Electric/Hydraulic at ground level and located on the sides of the tail shelf. The control system must allow for smooth, responsive movement of the booms with feathering capabilities. All controls shall return to the neutral position when released. Positive mechanical boom compensation shall be provided. Controls shall have engine start/stop at the bucket, lower controls, and at tail shelf.

HYDRAULIC SYSTEM

The hydraulic system shall be pressure compensated or accumulator closed-center type with return and suction line filters. It is to be powered by a flange mounted hydraulic pump driven by an air or electric shifted PTO from the truck transmission. All system components shall be of the highest quality and meet current industry standards. The system shall be protected by pressure relief valves and must have a 100-mesh suction screen filter and a 10-micron cartridge filter in the return line.

HYDRAULIC RESERVE TANK

The hydraulic reserve tank shall have twenty-five (25) gallon minimum capacity with shut-off valve on tank and be mounted across frame rails.

PTO-PUMP

An air or electric shifted PTO-pump combination mounted to the truck transmission will provide the standard power supply. A light on the dash to indicate when the PTO is engaged shall be furnished. An automatic throttle control shall be provided.

WEIGHT

List the total weight of AERIAL DEVICE, including all components specified above.

WELDING

All welding performed on the unit, must be done by welders who are certified under the necessary American Welding Society Standards as required by ANSI A92.1969.

STRUCTURAL DESIGN

The structural components in the unit must be engineered to provide a minimum safety factor of 3 to 1 on yield and an ultimate safety factor of 5 to 1. The structural components in the unit which do not have a clearly defined yield point such as fiberglass must be designed at an ultimate strength safety factor of 10 to 1.

OTHER ITEMS TO BE PROVIDED

- Hydraulic tool line installation: Two (2) pressure and return line connections must be provided at the platform for operation of hydraulic tools. A shut-off valve (1/4 turn) must be provided near the tool outlets to permit exchange of tools. Connectors are to be installed such that hose couplers are horizontal. Quick disconnects shall be Holmbury C80240 and C80-241, or equal, with dust covers. Flow shall be 6-8 GPM @ 1800-2000 PSI with a maximum of 150 PSI back-pressure.
- Painting: Aerial booms and base will be painted white to match the chassis cab and body. Fiberglass areas are NOT to be painted.
- Two (2) sets of aerial device operation, maintenance, repair and parts manuals shall be provided for each unit.

TESTS

- Perform operational test to assure that the completed units comply with all applicable manufacturer's specifications and Section 5.1 of OSHA-ANSI A92.2.
- Perform vehicle stability tests in compliance with Section 4.4 of OSHA-ANSI A92.2.
- Perform electrical tests on completed units in compliance with Section 5.2 of OSHA-ANSI A92.2 for articulating and extendible boom aerial devices for use under 46 KV.
- Provide Greenville Utilities with certified report of vehicle operational, stability, and electrical tests per Section 5.3 OSHA-ANSI.

BASIC BODY DESIGN

The entire body shall be constructed of 16 gauge (minimum) galvanized steel. The body doors shall be double paneled and constructed of 20 gauge (minimum) galvanized steel. It is to be welded and riveted throughout so as to constitute a single unit. All welding shall be done in accordance with good commercial practice and all welds shall be sanded to insure a satisfactory appearance to the finished product. Basic body shall be in prime paint. All sheared edges of the bulkheads and side paneling, including door openings, shall have lapped or rolled edges. The door flanges shall be formed in this way and not welded to the body structure. The forward portion of all door openings shall have water guards to keep out rain water while the truck is moving forward. The hinge rods shall be of stainless steel with galvanized continuous hinge. All horizontal doors shall open to the fullest height with gas strut supports that can support weight of door and not seep down, (open beyond horizontal to approximately 120 degrees) and have built-in water troughs to insure the carrying off of rain or wash water which might get past the drip moldings. Include four (4) spare shocks shipped loose. All doors shall be provided with flush type door handles, automotive style, rotary latches, and cylinder locks riveted in place for easy installation. Doors are to be spring loaded. All locks shall be keyed alike. Exterior paneling of all doors shall be free of excessive waves or welding marks in metal. Wheel housings are to be equipped with rubber fenderettes.

BODY DIMENSIONS

The body shall be approximately 156" long, plus a rear platform extension of approximately 34". The overall width shall be approximately 94" and approximately 46" in height. The side compartment depth shall be approximately 18".

CURBSIDE COMPARTMENT

The curbside of body shall consist of (4) vertical compartments and (1) horizontal compartment. The first and second vertical compartment shall be one 44" x 61" compartment with overlapping doors. In this compartment shall be two (2) $\frac{3}{4}$ " rods mounted 5" from back of compartment, and 6" from top of compartment, and 10" from back and 24" from top of compartment respectively. A 4" x 4" J-hook assembly shall be mounted on each side wall of this compartment, 12" from top of compartment. There will be two (2) hooks on the left wall and two (2) hooks on the right wall. Hook assemblies on the side walls are to be 6-3/4" from the rear wall. Another set of hooks identical to the ones above to be located lower on the right and left walls located at 21" from the throat of the hook to the bottom of the compartment. 2nd Vertical Door to have four (4) hooks at the top of the door. Below hooks, provide Heavy Duty Canvas Bag (Ref 991001204) to be attached to interior of door. Above this compartment shall be a 44" x 14" x 18" waterproof storage box. The third vertical shall be grip strut access steps with chain storage. The horizontal compartment shall have one fixed shelf with dividers 12" deep mounted 10" from top of compartment and the bottom of this compartment shall have adjustable dividers. Install thirteen (13) 7" hooks with rolled tips evenly spaced across the rear wall at 4-1/2" below the shelf. Above this compartment shall be a 58" x 10" x 18" weatherproof storage box with non-skid grip strut installed on top, the lid shall be shorter than box as to allow opening with boom in rest. Hooks to be installed on B-line to be adjustable. Provide twelve (12) Storage Bins, 3-1/2"W x 4"H, to be located centered on the rear wall as high as possible. The fourth vertical compartment shall have four (4) shelves with dividers, the top three shall be adjustable and the fourth will be custom fit between rear wall and outrigger tunnel. Provide six (6) Rods, 1/4" dia. to be located on the outrigger housing. Rods to be 7"H with two rows, all 5" apart. (Used to hold tape rolls.) Provide five (5) Rods at an angle. 3"L to be located centered rear wall, spaced 4" apart. Provide six (6)

hooks on the door at the top to hold tools. To have carpet on the door surface to keep tools from scratching the paint. A wire reel holder will be added between this box and the rear of the fourth vertical, a 1" rod will be 10-3/4" high and 17 1/2" long with two lock holes designated by GUC Fleet Manager. A water cask bracket is to be installed on the CS front outrigger leg. All adjustable items to be mounted on b-line channel.

STREET SIDE COMPARTMENT

The curbside of body shall consist of (4) vertical compartments and (1) horizontal compartment. The first and second vertical compartment shall be one 44" x 61" compartment with overlapping doors. Install two (2) adjustable shelves with dividers. Install two (2) 2" x 4" J-hooks on each sidewall of compartment 10" from top of compartment. Install storage bins against upper most rear wall with four (4) rows of nine (9) bins 4.5" wide x 6" tall, bins must be square and even when mounted. V1 Door to hold Vinyl Parts Pouch. Parrot Canvas 13"Wx 32"H with eight (8) 5"x5" pouches. V2 Door to hold diamond plate AED holder at the top and first aid kit at the bottom. AED holder to be 12"W x 7"D, the front shall be 5"H and the back is to be 13"H. There will be a cable on each side (from top of the front to middle of the back side) to help hold the AED in place. Install a 44" x 14" x 18" weatherproof storage box on top of this compartment. The third vertical compartment shall have two (2) adjustable shelves with dividers. Install one (1) 1" x 4" J-hook on each sidewall 2" from top of compartment and 8" from back of compartment. One (1) adjustable shelf with no dividers to be located directly above the inverter. Door to hold a Vinyl Parts Pouch. - Parrot Canvas, 13"W x 32"L with eight (8) 5"x5"pouches. Install a Tripp lite 1250W power inverter in the lower left corner of compartment with a power strip mounted above inverter on rear wall. The inverter shall be PV1250FC with a APSRM4 remote control nodule. Install one (1) row of four (4) storage bins (4.5" wide x 6" tall) against the rear wall, 7" from the top of the compartment and as far right as possible. Horizontal compartment shall have a shelf 15" from top of compartment and extend from rear vertical compartment 74" into horizontal compartment with adjustable dividers. Must have access door at rear of compartment to access entire compartment as we would have on a hose shelf. Provide a vertical divider from the shelf to the top of compartment at 7.5" from the left wall of the compartment, 14" from the left wall of the compartment, and 38" from the left wall of the compartment. Provide additional horizontal divider to run from far left side of compartment over to divider located at 14" at 7" down from the top of compartment. Extend bottom of horizontal compartment as a shelf in fourth vertical. Above horizontal and fourth compartment install a 110" x 6" x 18" hot stick compartment. Provide thin layer of High Density Polyethylene (HDPE) in the bottom of shelf. Install two (2) 55" x 10" x 18" weatherproof storage boxes above hot stick box. Fourth vertical shall be an extension of the horizontal bottom to create shelf in rear vertical. Provide with vertical divider on this shelf up to the shelf above at 10" from the left side of the compartment. Provide fixed shelf to be located beside the outrigger housing. To have vertical dividers that run up to shelf above at 7" from the left of the compartment, 10" from the left of the compartment, 14" from left of the compartment and 17" from left of the compartment. Provide four (4) hooks to be located on the door at the top (to hold tools). Provide carpet on face of interior door to keep tools from scratching paint. All adjustable items to be mounted on b-line channel.

STANDARD BODY

Platform extension approximately 34" wide at rear of vehicle (starting behind last compartment) of 1/4" diamond safety tread plate with not lip around perimeter. Mount 5" commercial duty Wilton vise with flat and pipe jaws at the rear most edge of tail board and 31" centered from right side. A 28" x 11" water tight cross tunnel storage compartment is to be built into platform with locking doors on each side. The tunnel shall be vented in such way as to prevent water intrusion and

bottom lined with thin layer of High Density Polyethylene (HDPE). Another 18" x 10" x 16" storage compartment, with locking doors, should be installed, one (1) on each side. In the cargo storage area, install a ladder storage rack on the back side of the body compartment with roller on street side. The ladder rack shall be no closer than 4' to header and no longer that permissible to remove tail board. Behind the cab install steel mesh to protect the rear window. Install a removable 36" x 18" x 12" weatherproof storage box, vented in front of the pedestal which will open fully without hitting boom. The floor is to be of 1/8" diamond safety-tread steel. Wheel chock holders are to built into wheel well panels, street side; two (2) on one side. Tread plate is to be installed on top of body with lapped edges. Mud flaps shall be installed at rear of body and not interfere with outrigger operation. Install LED cargo light on bulkhead behind cab to illuminate cargo area and an LED cargo light mounted on the rear of the turn table to illuminate the tail shelf. Below tail shelf between frame rails, install an expanded metal "tray" 18" deep with back stop.

ADDITIONAL FEATURES AND EQUIPMENT

One (1) pair of heavy-duty rubber wheel chocks.

Install a 2" receiver facing the rear approximately 10 1/2" down on rear bucket rest. Reel Holder to be located on the rear of the platform rest. Attaches to the platform by 2" receiver. Shall consist of 22"L, 3" C-channel, along the rear with 9"L C-channel on both sides. The front shall have a 3/4" dia. rod that runs between both sides. There is a 4" handle on the left hand side. To be located 1" from the back and center.

A retractable grounding reel (Hastings #21366) suitably bonded to the body and cab-chassis, shall be provided. The reel is to be mounted on a bracket off the right rear of body, above taillights, between access ladder and rear body panel as close to the bucket rest as possible (no more than 20" on center of mount plate from right side of tail shelf).

Install 2" x 6" pine tailboard at rear of body.

Install (2) two 8" x 5/8" rods under right hand rail on tail extension for washer storage.

Ladder storage bracket, stationary with ladder hold-down clamps, on street side.

Outrigger pads (SAUBER #1818ALMAG) as needed, with underbody storage provided near outriggers with lip on the outside to contain pads, no latches.

Lights in all compartments shall be Adhesive LED Strip lights with master switch in cab.

Pintle hook with safety chain eyes rated and marked for 25 tons.

Warner electric brake-kit with six (6) way socket (equivalent to Techran 670-62).

One (1) sauber breakaway step shall be provided and mounted on the left rear of unit maintaining at least 17" of ground clearance in lowest position.

Access steps and grab handles shall be provided for tower access. All steps shall be of grip-strut. Steps and grab handles shall not interfere with movement or operation of aerial device.

Recessed LED taillights shall be provided and mounted in tread-plate apron. ICC light package shall also include metal guarded clearance lights.

Mount "area" led lighting under truck, Two (2) located on the front of the bumper, one on each side. Two (2) on each side of the truck, under the 2nd and rear verticals. Two (2) on the rear of the truck, one on each side. One (1) to be tucked up under the tail shelf to illuminate the frame rail storage.

Mount two (2) scene lights, one per side mounted near upper strobe lights that will illuminate the left and right side of the truck "working" area.

Four (4) wire reel hooks mounted on channel shall be provided in load area, one cable rack mounted in middle of four hooks approximately 38" from floor and 20" out, tip of hook shall turn up 8". One (1) to be located 14" from the rear of the ladder rack at same height. Attached to the ladder rack and the open top storage box for structural stability.

Shield and extend exhaust above cab; most appropriate side.

Body to be undercoated.

All electrical accessories shall be wired to a fused panel box. This box is to be energized by the ignition switch.

Traffic cone rack, fabricated and installed per Fleet Manager, William Moseley. (i.e. post off side frame rail, post on front outrigger, etc. based on chassis and body).

The two recessed cargo light must be mounted at the rear uppermost inside corners of the body, (can be moved based on ladder rack etc.).

E-Track Installed On Streetside Interior Cargo Wall, Mounted As High As Possible.

Wedge Grip Holder to be located on the left side of the Platform Rest. Shall be 8" square with two (2) 2" cutouts on each side. 1" flat bar around the 2" openings and to have flat bar stiffener located on the CL bottom of the holder.

Custom PVC Canister Kit Two (2) PVC tubes mounted against the CS Cargo wall, angled down, flush with the rear of the body. Cap on one (1) end, the closest to the front of truck. (1) 6" dia. x 31"L to be located at the top and (1) 6" dia. x 37"L to be located below.

Punched Metal Open Top Bin Located at SS rear of body on the tail shelf.

Open Top Storage Bin 1 16"W x 20"L x 6"H, to be located on the SS tail shelf directly behind the rear of the body.

First Aid Kit, 10 Person To be installed on the bottom of the SS 2nd Vertical door.

Outrigger D-Rings (Set of 2) To be located on a 3" flat bar that is 20"L and centered on the rear X frame outrigger.

Pole Saw Box, 12" (Ref 990054951), to be located on top of the vertical ladder rack.

Blanket Canister, 10-1/2" dia. to be located directly behind the compartment top access step against the CS cargo wall. To be held in place by hardware attached to the CS top opening box.

Wedge Grip Holder, to be located off SS of platform rest, approx. 12" from the top. Shall be 8" long and shall form two areas that allow for grips to hold.

Mount eight (8) 4" schedule 40 PVC tubes, 12"H, vertically across the bulkhead. Tubes to be open on both ends and are to be mounted 1/2" off the cargo floor for drainage. Mount six (6) 4" schedule 40 PVC tubes, 12", vertically across the bulkhead. Bottom of the tube to have a stop. Four (4) Hooks, 3/8" dia., to be 5"L with a 2" turn up. to be located on the cargo side of the CS top opening box above the 1st and 2nd verticals.

One (1) Hook, 1/2" dia., 3"L x 2"H turn up, to be located off the top of the CS boom stow upright.

Four (4) Hooks, 3/8" dia., 5"L x 2"H turn up. To be located at the rear of the ladder rack, cargo side. Shall be spaced 5" apart.

One (1) Hook, 3/8" dia., 6"L x 1" turn up. to be located on the rear side of the platform rest, approx. 12" from the cargo floor.

Three (3) Hooks, 3/8" dia., 6"L x 2"H turn up. To be located on the cargo side of the ladder rack, just in front of the chain saw box. Space 6" apart.

CAB-CHASSIS

Aerial device, line construction body and all other equipment supplied shall be installed on a new and latest model cab-chassis with the following **minimum** specifications and features, it is the responsibility of the bidder to ensure that the minimum meets all requirements for the application, or they must bid greater than the minimum:

International 7400 or approved equivalent.

Regular Cab

134" CA (Nominal)

39,000 lb. GVWR

16,000 lb. Front Axle

23,000 lb. Rear Axle
Set Back Axle
Cummins L9 Engine
330 HP Engine Rating
Allison 3500 RDS Automatic Transmission / Programmed to Performance Specifications Top
Road Speed Of 70 mph.
385/65R22.5 Front Tire
11R22.5 Rear Tire
Air Brakes with emergency lock; factory installed Bendix AD-IS Air Dryer.
Air Horn Under Cab
AM/FM Radio
Driver Controlled Locking Differential
Air Ride Drivers Seat and Air Ride Passenger Seat
Factory Air Conditioning
Install a color back up camera /w (7) inch monitor with rear hitch in camera site. (Check with GUC
for monitor placement.)
Heavy-duty Cooling
Heavy-duty Alternator (85 amp minimum)
Dual Heavy-duty Battery (950 CCA amp minimum)
Power Steering
Cab Heater
Four (4) Tow Hooks; two (2) mounted to front vehicle chassis and two (2) mounted to rear of
vehicle chassis.
West Coast Style Mirrors with convex mirrors, heated both sides.
Fender Mounted LED Turn Signal
Grab Handles to assist cab entry (left and right)
Electronic Backup Alarm
Two (2) Mounted Spotlights with wireless remote control
6-Position Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Oval Lights
On Body Sides, Two (2) Round Lights At Rear - Programmable Flash Pattern Type. Two on front
and two at sides to be white. Two at the rear of the amber. Front and rear strobes to be on their
own switch. Side strobes to be on their own switch.

TILT FRONT- END FOR ENGINE ACCESS

FMVSS #108 Lighting Package
Delayed Windshield Wipers
Tilt steering wheel/column
Laptop Stand from Mobile Desk (Console-X) to be provided in the cab. Wire to the bottom of the
console and provide with its own fuse.
Note: Factory line sheet must be provided on cab-chassis

PAINT/FINISHING

Aerial device, line construction body, cab-chassis and all other equipment as appropriate, shall be
painted white and must be OEM quality finish.
Heavy Duty Cargo Coating, Gator Hyde, Cargo Area Floor and Tail shelf To include the following
areas: Cargo Floor, Cargo Walls, Bulkhead, Back side of the X-frame Outriggers, and Pedestal to
the bottom of the socket weld line.

WARRANTY

Four (4) year warranty to include travel, labor, material and expenses shall be included. **All warranty service for cab and chassis to be no further than 50 miles from Greenville Utilities, 801 Mumford Rd, Greenville, North Carolina, and body and Aerial will be FOB and major repairs will be no further than 150 miles from same. Chassis vendor must supply engine and chassis software support for said warranty period. Vendor must have a field service truck available for work to be performed at Greenville Utilities when feasible.** All other standard manufacture's warranties shall apply.

ADDITIONAL INSTRUCTIONS TO PROVIDERS

Prior to the bid award, the successful Provider shall supply a demonstrator comparable to the bid unit for an on-site evaluation.

Successful Provider shall be required to furnish GUC with a written guaranteed delivery date upon receipt of order.

Greenville Utilities shall reserve the right to make an inspection of unit before it goes into final painting and a pre-delivery final inspection. Supplier shall contact William Moseley, Fleet Manager, (252) 551-1515 at least ten (10) working days prior to unit being scheduled for final painting in order for arrangements to be made, if desired.

The Provider shall issue two (2) sets of shop drawings for approval, at least thirty (30) days prior to beginning final assembly. Drawings shall be forwarded to Greenville Utilities, P.O. Box 1847, 801 Mumford Road, Greenville, North Carolina 27835-1847, Attention: William Mosley, Fleet Manager. All changes, including cost and credits must be pre-approve on a change order. Completed units shall be delivered and placed in-service at the Greenville Utilities Operations Center, 801 Mumford Road, Greenville, North Carolina.

Travel cost to and from the factory for pre-paint and pre-delivery inspections must be provided for the Fleet Manager.

One (1) day of field training of GUC personnel in Greenville, North Carolina in the safe, proper use of Provider's equipment shall be provided as part of the bid package--required prior to units being placed in service.

One (1) day of field service in Greenville, North Carolina to allow adjustment of units shall be provided as part of the bid package in order to achieve optimum performance-- required upon request within 90 days of date units placed in service.

SUBMIT BID ON ATTACHED PROPOSAL FORM

[Balance of page left blank intentionally]

Vendor Name: _____

GREENVILLE UTILITIES COMMISSION

PROPOSAL FORM

The undersigned bidder hereby declares that it has carefully examined the enclosed detailed specifications for furnishing GUC with the below listed item(s). The undersigned bidder further agrees, if this proposal is accepted within thirty (30) days from the date of the opening, to furnish any or all of the item(s) upon the quoted price.

ITEM NO.	QUANTITY	DESCRIPTION	DELIVERY TIME DAYS EACH	UNIT PRICE EACH
1	2	60' Aerial Tower Unit Mounted with Utility Line Body & 1,250 lbs. Material Handling Package Brand: _____ Model: _____	_____ _____ TOTAL	\$ _____ \$ _____ \$ _____

Method of Award: Item(s) two, (2) will be awarded as a total bid.

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

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
January 31, 2018 at 2:00 PM (EDST).**

NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM
(RETURN ONLY THIS FORM AND EXCEPTION FORM)

Vendor Name: _____

GREENVILLE UTILITIES COMMISSION

EXCEPTION/VARIATION FORM

TWO (2) 60' AERIAL TOWER UNIT MOUNTED WITH UTILITY LINE

BODY AND 1,250 LBS. MATERIAL HANDLING PACKAGE

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

Instructions: List all exceptions or variations to these bid specifications. Providers shall identify each exception or variation by specification page. The omission of exception or variation information shall be deemed by the Commission as the Provider's intent to absolutely comply with the bid specification. If additional space is required, Provider may reproduce this form as necessary.

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

Authorized Signature of Certification: _____
Print Name: _____
Firm Represented: _____
Address: _____

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)

SECTION III

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

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

1.0 TAXES

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

2.0 INVOICES

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

3.0 PAYMENT TERMS

Payments for equipment, materials, or supplies will be made after the receipt and acceptance of the equipment, materials, 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 Procurement Coordinator.

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 Coordinator, 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 Coordinator.

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 Coordinator, 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.

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 Coordinator. 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 Coordinator.**

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 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.

[Balance of page left blank intentionally]

GREENVILLE UTILITIES COMMISSION

By: _____
Anthony C. Cannon

Title: General Manager/CEO
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): Amy Wade

Title: Executive Secretary

Date: _____

(OFFICIAL SEAL)

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: _____







