

ADVERTISEMENT FOR PROPOSALS

Sealed proposals will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 4:00 PM (EDST) on June 23, 2021 for Contract Tree Trimming Services.

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

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

SECTION I
GREENVILLE UTILITIES COMMISSION
GENERAL INSTRUCTIONS FOR REQUEST FOR PROPOSAL
JUNE 23, 2021 @ 4:00 PM

1.0 NOTICE TO RESPONDENTS

Sealed proposals, subject to the conditions made a part hereof, will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 4:00 PM (EDST) on June 23, 2021.

2.0 STANDARD FORMS REQUIRED

Each respondent must submit a proposal on the enclosed "Request For Proposal" (RFP) form(s). **The proposal must be signed by an authorized official of the firm. A letter, resolution, or other documentation listing official(s) authorized to sign GUC's Terms & Conditions for the company and the official legal name of the firm as registered with the appropriate local and/or state agencies must accompany the respondent's response.**

3.0 DEPOSIT

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

4.0 NC SALES TAX

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

5.0 FEDERAL EXCISE TAX

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

6.0 EXCEPTIONS TO BE CLEARLY STATED

If the proposal is not in strict accordance with Section II, "Specifications," respondent must list or note all exceptions **on the RFP Form**, otherwise, it is fully understood that the successful respondent will furnish equipment, materials, or services exactly as specified. GUC reserves the right to accept or reject proposals and to determine the best responsible, responsive proposal from the standpoint of quality, performance, and price.

7.1 EVALUATION CRITERIA AND AWARD

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

- Quality of approach and methodology that demonstrates an understanding of the requirements.
- Quality, extent and relevance of Proposer's staff / experience in conducting service(s).
- Location and facilities attributes.
- Overall cost

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

8.0 PROMPT PAYMENT DISCOUNTS

Respondents 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 proposal.

9.0 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 quotes are stated both in numbers and in words, the words govern.

10.0 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.

11.0 CONTRACT PERIOD

It is the declared and acknowledged intent of Greenville Utilities Commission (GUC) to enter into a private tree trimming contract to perform distribution line clearing and tree removal typical to distribution lines in rural and urban environments. These services should be provided with a working foreman and climber experienced in line clearing.

It is the declared and acknowledged intent of Greenville Utilities Commission (GUC) to enter into a multi-year contract for at the time the contract is awarded by GUC to the successful respondent for a total contract period not to exceed five (5) years. Prices shall remain fixed during the first year with option for annual extensions at the same or negotiated unit prices for up to four (4) additional years if market and service conditions so warrant and prove to be in the best interest of GUC.

12.0 CONTACT INFORMATION AND QUESTIONS:

Questions regarding this request for quotation should be directed to Cleve Haddock, Procurement Manager at (252) 551-1533, haddocgc@guc.com. **All questions must be received via e-mail by or before June 14, 2021.**

13.0 TERMS AND CONDITIONS

The attached Terms and Conditions must be considered as part of the proposal.

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SECTION II

GREENVILLE UTILITIES COMMISSION

REQUEST FOR PROPOSAL CONTRACT TREE TRIMMING SERVICES SPECIFICATIONS

JUNE 23, 2021

General Description

The successful Contractor will supply labor, tools and equipment as specified necessary to provide services capable of independently performing line-clearing along power lines owned by Greenville Utilities.

Safety

Job site activities shall at all times be conducted in accordance with all applicable Federal, State and Local requirements, to include but not limited to, the North Carolina Occupational Safety and Health Standards, The National Electrical Safety Code and the North Carolina Manual on Uniform Traffic Control Devices for Streets and Highways.

Work Week

The work week will be within GUC's normal working hours. These hours are 7:00 a.m. to 5:30 p.m. Monday through Friday excluding holidays, as shown on the attached holiday schedule.

Work on weekends or generally accepted holidays will only be allowed if specific outage arrangements are required. The Contractor will not be paid for inclement weather days or travel time to and from the job site. Crews will report to the job site location (GUC Operation Center, 3355 NC43 HWY North, Greenville, NC) daily. Overnight parking of trucks and equipment is permissible at 1101 North Holly Street, Greenville, NC.

Damage to Facilities

The Contractor shall be responsible for damages to any Greenville Utilities or customer-owned facilities caused by its employees.

Supervision

The Contractor shall remain in close communication with the GUC Representative at all times. No work shall commence unless it has been directed by the GUC Representative.

Scope of Work

All tree trimming shall conform to good forestry standards with respect to line-clearing procedures. At a minimum, trees should be trimmed back to existing cuts of prior line-clearing activities. In general, the following guidelines shall be used:

		<u>Secondary Services</u>	<u>Primary Distribution</u>
Topping Clearance	Fast Growers	6 Ft.	10 Ft.
	Slow Growers	4 Ft.	8 Ft.
Side	Fast Growers	6 Ft.	8 Ft.
Clearance	Slow Growers	4 Ft.	6 Ft.
Overhang	Fast Growers	6 Ft.	15 Ft.
	Slow Growers	4 Ft.	12 Ft., if possible

Fast Growers will be defined as any species whose average annual growth is greater than 24 inches or its annual sucker growth is greater than 60 inches. (Elm, Pine, Soft Maple, Poplar, Willow, etc.)

Slow Growers will be defined as any species whose average annual growth is 24 inches or less and its annual sucker growth is 60 inches or less. (Cedar, Hard Maple, Oak, Hickory, Fruit Trees, etc.)

Natural trimming is the preferred method.

All limbs and debris generated by the Contractor from line-clearing activities shall be chipped, removed from the site and disposed of as designated by Greenville Utilities.

Customer Notification

Greenville Utilities will provide advance notification of customers being affected by line-clearing activities. All tree removal requests will be referred to the Greenville Utilities Representative and approved prior to removal.

Emergency Services

GUC may require emergency stand-by work. Such work shall be available upon request. GUC intends to retain this work force for the contract period for emergency assistance during situations affecting its service area.

Contingency

Any situation which occurs such that the Contractor cannot satisfactorily perform the job, should be brought to the attention of the Greenville Utilities Representative immediately. The Contractor will be required to respond to customer complaints within 24 hours. If the GUC Representative deems a complaint valid, the Contractor will be expected to resolve the claim immediately. The successful Contractor is responsible for all costs as a result of its and/or employee(s) negligence.

Contractor Employees

All employees of the Contractor, while working or performing line-clearing activities on the Greenville Utilities system will be required to wear uniform shirts and/or coats identifying them as employees of the Contractor. The uniform shirts should consist of 8 shirts, 4 short sleeve for the spring/summer and 4 long sleeve for the fall/winter. Employees will maintain a professional attitude toward the work being performed and toward any and all customer

contact incurred while working on the Greenville Utilities system. The Contractor shall provide proof, by way of payroll records, that all employees working on Greenville Utilities facilities have been employed by the Contractor a minimum of twelve (12) months continuous service prior to award of contract.

Labor

Working Foreman – A working foreman shall be able to trim trees and accomplish related work to acceptable standards; recognize and remove hazardous trees and limbs in the vicinity of energized lines; prepare time sheets and other related reports; talk to property owners and obtain permission to trim or remove trees; perform all of the duties of a climber and a groundperson.

Climber – A tree climber is expected to be able to identify tree species common to the service area; possess a basic understanding of a tree's growth characteristics; climb the normal tree encountered with the use of climbing irons; move about efficiently in a tree while remaining tied-in; understand approved trimming methods; trim trees in the vicinity of energized electrical lines under direction; rope limbs with control; operate and work from an aerial lift device; perform the duties of a groundperson as stated.

Groundperson – A groundperson is expected to be able to correctly operate and maintain a power saw; operate, feed and maintain a brush chipper; drive and assist in the operation and maintenance of a truck; use and care for brush axes, pole saws, pole pruners, and other hand tools; trim trees from the ground under direction; assist the climber from the ground. A practical knowledge of electrical hazards, CPR, first aid, rope handling, knot tying, and tree felling techniques is required. A groundperson is also responsible for predeparture equipment inspections, and job-site parking and set-up procedures.

Equipment

1 – Standard Bucket Truck – A two-ton dump chip truck model less than 5 years old with an aerial lift device with sixty-five foot (65') working height, lower boom articulation of 120 degrees, and upper boom articulation of 210 degrees. Truck shall be equipped with a hydraulic circular saw, 2 gas powered chain saws one with a 12" bar (Top Handle/Climbing Saw) and one with a 20" bar, 12-foot pole pruner, 1 set of climbers, saddle and climbing rope, 150' of ½ rope for limb removal necessary for line clearing, safety equipment, and adequate signage. Respondents to provide a detailed description of unit.

1 – Standard Bucket Truck – A two-ton dump chip truck model less than 5 years old with an aerial lift device with seventy-five foot (75') working height, lower boom articulation of 120 degrees, and upper boom articulation of 210 degrees. Truck shall be equipped with a hydraulic circular saw, 2 gas powered chain saws one with a 12" bar (Top Handle/Climbing Saw) and one with a 20" bar, 12-foot pole pruner, 1 set of climbers, saddle and climbing rope, 150' of ½ rope for limb removal necessary for line clearing, safety equipment, and adequate signage. Respondents to provide a detailed description of unit.

1 – Dump Chip Truck – A 1 ½ ton truck, model less than 5 years old with standard dump chip body, designed to haul chips or brush away from the worksite. This truck shall be equipped with a 20" gas powered chain saw, 12-foot pole pruner, blower, ropes and gear necessary for line clearing and debris cleanup, safety equipment, and adequate signage. Respondent to provide a detailed description of unit.

Chipper - A trailer-mounted, disc type brush chipper, model less than 5 years old capable of efficiently chipping limbs and trees at least 4" in diameter. It shall have an adjustable chute to allow chips to be blown onto the right-of-way or into the truck.

1 – Track Mounted Bucket - A track mounted bucket capable of accessing remote and wet right of ways with sixty feet (60') of working height. (Available Within in 1 Week)

Standard:

<u>Crew Structure</u>		Labor Rate	Overhead %	Salary Range
<u>Crew I</u>		Min - Max		
1	Working Foreman	_____	_____	_____
2	Climber	_____	_____	_____
3	Groundperson	_____	_____	_____
2	Standard Bucket Truck	_____	_____	_____
1	Dump Chip Truck	_____	_____	_____
1	Chipper	_____	_____	_____

Provide actual rates per hour and overhead % for each crew position. Please provide a salary range for each position. Invoicing will be calculated by the actual hourly rate being paid to each employee position provided plus the associated overhead percentage rate listed.

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Emergency:

Crew Structure

Labor Rate Overhead % Salary Range

Crew I

Min - Max

1	Working Foreman	_____	_____	_____
2	Climber	_____	_____	_____
3	Groundperson	_____	_____	_____
2	Standard Bucket Truck	_____	_____	_____
1	Dump Chip Truck	_____	_____	_____
1	Chipper	_____	_____	_____

Provide actual emergency rates per hour and overhead % for each crew position.

Provide actual rates (per hour) for equipment listed below:

Rates:

Standard Bucket 65'	_____
Standard Bucket 75'	_____
Dump Chip Truck	_____
Chipper	_____
Track Mounted Bucket	_____
Chainsaw	_____
12"	_____
20"	_____

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GREENVILLE UTILITIES COMMISSION

PROPOSAL FORM

VENDOR PROFILE QUESTIONNAIRE

1. Please provide a brief history of your firm: _____

2. Please provide a statement of qualifications and describe experience level for each crew position: _____

3. Please provide your firm's office location(s): _____

4. Please provide a list of similar work completed or in process: _____

5. Please describe age and type of equipment proposed: _____

6. Please describe salary adjustments: _____

7. Please describe employment benefits: _____

8. Please describe salary ranges for crew members: _____

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

Questions 1–9 must be answered. GUC reserves the right to reject any proposal that has incomplete responses.

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GREENVILLE UTILITIES COMMISSION

PROPOSAL FORM

LABOR RATES FOR EMPLOYEES

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

PROVIDE ACTUAL LABOR RATES FOR EMPLOYEES LISTED BELOW:

ITEM NO.	(A) ESTIMATED HOURS	CREW MEMBERS	(B) RATE	(C) OVERHEAD RATE	(D=B+C) TOTAL UNIT COST	(E=AxD) TOTAL COST
I	2080	Working Foreman	\$ _____	\$ _____	\$ _____	\$ _____
II	2080	Climber	\$ _____	\$ _____	\$ _____	\$ _____
III	2080	Ground Person	\$ _____	\$ _____	\$ _____	\$ _____

TOTAL ITEMS I-III

\$ _____

**Complete and
Check All Math:**

It is the
responsibility of
the Respondent to
extend proposal
rates and supply a
total for all items.

GREENVILLE UTILITIES COMMISSION

PROPOSAL FORM

EQUIPMENT RATES

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

PROVIDE ACTUAL RATES FOR EQUIPMENT LISTED BELOW:

ITEM NO.	(A) EST. HOURS	EQUIPMENT	(B) RATE	(C=AxB) TOTAL COST
IV	2080	Standard Bucket Truck 65'	\$_____	\$_____
V	2080	Standard Bucket Truck 75'	\$_____	\$_____
VI	2080	Dump Chip Truck	\$_____	\$_____
VII	2080	Chipper	\$_____	\$_____
VIII	400	Track Mounted Bucket	\$_____	\$_____
IX	2080	Chainsaw, 12"	\$_____	\$_____
X	2080	Chainsaw, 20"	\$_____	\$_____

TOTAL LABOR COST \$_____

TOTAL EQUIPMENT COST \$_____

TOTAL COST \$_____

GREENVILLE UTILITIES COMMISSION

PROPOSAL FORM

LABOR RATES FOR EMPLOYEES (EMERGENCY)

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

PROVIDE ACTUAL LABOR RATES FOR EMPLOYEES LISTED BELOW:

ITEM NO.	(A) ESTIMATED HOURS	CREW MEMBERS	(B) RATE	(C) OVERHEAD RATE	(D=B+C) TOTAL UNIT COST	(E=AxD) TOTAL COST
I	40	Working Foreman	\$_____	\$_____	\$_____	\$_____
II	40	Climber	\$_____	\$_____	\$_____	\$_____
III	40	Groundperson	\$_____	\$_____	\$_____	\$_____

TOTAL ITEMS I-III

\$_____

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

GREENVILLE UTILITIES COMMISSION

PROPOSAL FORM

EQUIPMENT RATES (EMERGENCY)

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

PROVIDE ACTUAL RATES FOR EQUIPMENT LISTED BELOW:

ITEM NO.	(A) EST. HOUR	EQUIPMENT	(B) RATE	(C=AxB) TOTAL COST
IV	40	Standard Bucket Truck 65'	\$_____	\$_____
V	40	Standard Bucket Truck 75'	\$_____	\$_____
VI	40	Dump Chip Truck	\$_____	\$_____
VII	40	Chipper	\$_____	\$_____
VIII	40	Track Mounted Bucket	\$_____	\$_____
IX	40	Chainsaw, 12"	\$_____	\$_____
X	40	Chainsaw, 20"	\$_____	\$_____

TOTAL LABOR COST \$_____

TOTAL EQUIPMENT COST \$_____

(Emergency) TOTAL COST \$_____

Letter of Compliance to E-Verify for Greenville Utilities Commission

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

It is certified that this proposal is made in good faith and without collusion or connection with any other person responding 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 proposal bond for \$_____ n/a _____ attached.

Firm Name _____ Phone (____) _____

Address _____

City _____ State _____ Zip Code _____

Fax (____) _____ E-Mail _____

Authorized Official _____ Title _____
Typed Name

Signature Date _____

Three (3) copies of your proposal should be received no later than June 23, 2021 at 4:00 PM (EDST).

NO PROPOSALS CONSIDERED UNLESS SUBMITTED ON ALL PROPOSAL FORMS
(RETURN ALL PROPOSAL FORMS)

MEMORANDUM

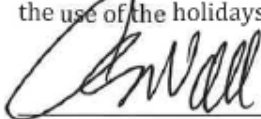
TO: All Employees
DATE: August 1, 2020
SUBJECT: 2021 HOLIDAY SCHEDULE

The following holidays will be observed by the City of Greenville and Greenville Utilities Commission during 2021:

New Year's	Friday, January 1, 2021
Martin Luther King, Jr. Day	Monday, January 18, 2021
Good Friday	Friday, April 2, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Veterans Day	Thursday, November 11, 2021 Friday, November 12, 2021
Thanksgiving	Thursday, November 25, 2021 Friday, November 26, 2021
Christmas	Friday, December 24, 2021 Monday, December 27, 2021
New Year's (2022)	Friday, December 31, 2021

For 2021, the "floating holiday" has been designated as Friday, November 12.

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


Ann E. Wall
City Manager


Anthony C. Cannon
GUC General Manager/CEO

SECTION III

TERMS AND CONDITIONS FOR THE PURCHASE OF

APPARATUS, SUPPLIES, MATERIALS, LABOR 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 proposal prices. GUC is exempt from Federal Excise Tax. GUC is not exempt from North Carolina state sales and use tax or, if applicable, Pitt County sales and use tax. Such taxes shall be shown as a separate item on the invoice.

2.0 INVOICES

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

3.0 PAYMENT TERMS

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

4.0 QUANTITIES

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

5.0 AFFIRMATIVE ACTION

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

6.0 CONDITION AND PACKAGING

Unless otherwise indicated in the proposal, 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 proposal 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 proposal does not satisfy this provision. Proposals which do not comply with these requirements will be subject to rejection.

10.0 AWARD OF PROPOSAL CONTRACT

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

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

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

11.0 MEDIATION/BINDING ARBITRATION

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

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

12.0 GOVERNMENT RESTRICTIONS

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

13.0 INSURANCE

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

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

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

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

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

14.0 PATENTS AND COPYRIGHTS

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

15.0 PATENT AND COPYRIGHT INDEMNITY

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

16.0 EXCEPTIONS

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

17.0 CONFIDENTIAL INFORMATION

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

18.0 ASSIGNMENT

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

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

19.0 ACCESS TO PERSON AND RECORDS

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

20.0 INSPECTION AT VENDOR'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 proposal invalid.

25.0 CLARIFICATIONS/INTERPRETATIONS

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

26.0 SITUS

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

27.0 TERMINATION OF AGREEMENT

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

28.0 DELIVERY

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

Time is of the essence with respect to all deliveries under this Agreement.

Delivery of all equipment, materials, or supplies shall be made Free on Board (FOB) GUC Warehouse, 801 Mumford Road, Greenville, North Carolina 27834, unless otherwise specified.

The agreed price for such equipment, materials, or supplies shall include all costs of delivery and ownership, and risks of loss shall not be transferred from Provider to GUC until express written acceptance of delivery and inspection by GUC. Delivery hours are between 8:00 AM and 4:30 PM Monday-Friday only. **GUC's purchase order number is to be shown on the packing slip or any related documents.** GUC reserves the right to refuse or return any delivery with no purchase order number or which is damaged. GUC will not be charged a restocking fee for any delivery which is refused or returned.

29.0 INDEMNITY PROVISION

Provider agrees to indemnify and save GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses including reasonable attorney fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of this Contract by Provider, including, but not limited to,

Provider's employees, agents, subcontractors, and others designated by Provider to perform work or services in, about, or attendant to, the work and services under the terms of this Contract. Provider shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, and the City of Greenville, North Carolina, shall be provided by Provider.

30.0 FORCE MAJEURE

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

31.0 WARRANTY(IES)

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

32.0 INTEGRATED CONTRACT

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

33.0 CONTRACT PROVISIONS

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

34.0 E-VERIFY

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

35.0 IRAN DIVESTMENT ACT CERTIFICATION

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

36.0 UNIFORM GUIDANCE

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

37.0 NOTICES

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

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

Vendor Specified on Page 1 of Section III when awarded.

GREENVILLE UTILITIES COMMISSION

By: _____
Anthony C. Cannon

Title: General Manager/CEO
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): Amy Wade

Title: Executive Secretary

Date: _____

(OFFICIAL SEAL)

COMPANY NAME

By: _____

Name (Print): _____

Title: _____
(Authorized Signatory)

Date: _____

Attest: _____

Name (Print): _____

Title: Corporate Secretary

Date: _____

(OFFICIAL 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: _____