

## **ADVERTISEMENT FOR BIDS**

Sealed proposals will be received in the Office of the Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on October 26, 2022 and immediately thereafter publicly opened and read for the furnishing of Uniforms.

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

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

### **Notice to Bidders:**

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

## 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 Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on October 26, 2022 the day of opening. **Bids submitted in a fax or e-mail in response to this Invitation for Bids will not be acceptable.**

#### **2.0 STANDARD FORMS REQUIRED**

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

#### **3.0 PREPARATION OF BID**

Bids must be in sealed envelopes clearly marked on the outside with the name of the bid and the bid opening date and time. Bid shall be addressed to PROCUREMENT MANAGER, GREENVILLE UTILITIES COMMISSION, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27834.

#### **4.0 TIME FOR OPENING BIDS**

Bids will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Procurement Manager, Greenville Utilities Main Office, 401 S. Greene Street, Greenville, North Carolina. 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 and best responsible bid from the standpoint of quality, performance, and price.

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

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

## **10.0 PROMPT PAYMENT DISCOUNTS**

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

## **11.0 NUMERICAL ERRORS**

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

## **12.0 BID WITHDRAWAL**

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

## **13.0 MINORITY BUSINESS PARTICIPATION PROGRAM**

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

## **14.0 DELIVERY TIME**

Delivery time is to be stated and will be considered in the evaluation of bids. Time is of the essence with respect to all deliveries under this Agreement.

## **15.0 MANUFACTURER**

Bidder is to specify the Manufacturer/ Brands of items being quoted.

## **16.0 QUANTITIES**

Quantities specified are only estimates of Greenville Utilities Commission's (GUC's) needs. GUC reserves the right to purchase more or less than the stated quantities at firm prices indicated herein based on our actual needs.

## **17.0 CONTRACT PERIOD**

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

## **18.0 CONTACT INFORMATION**

Questions regarding this bid request should be directed to, Cleve Haddock, CLGPO Procurement Manager at (252) 551-1533, [haddockc@guc.com](mailto:haddockc@guc.com). **All questions must be received by or before October 17, 2022.**

## **19.0 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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**EXHIBIT A**

**SECTION II**

**GREENVILLE UTILITIES COMMISSION SPECIFICATIONS FOR UNIFORMS**

**OCTOBER 26, 2022**

**GENERAL**

- A. It is the intent of Greenville Utilities Commission to contract for work uniforms for approximately 300 employees (57 supervisors, 45 foremen, 189 workers and 9 garage mechanics).
- B. Each designated employee will receive five (5) pants, six (6) shirts, one (1) jacket and one (1) coverall.
- C. The successful bidder will be responsible for (sewing) the Greenville Utilities' emblems on each shirt and jacket as indicated on attached proposal form. Emblems will be furnished by Greenville Utilities to the successful bidder. FR thread must be used for all FR items.

**MEASUREMENTS**

The successful bidder will be responsible for taking the measurements for all employees utilizing this service; including employees hired during the contract period, and will be responsible for proper and correct fit upon receipt of all orders.

**PACKAGING, LABELING AND INVOICING**

All articles (i.e. shirts, pants, etc.) that an employee receives are to be shipped in one individual package and labeled outside with the employee's name and department. A separate packing list will be provided for each employee's uniforms and each employee's uniforms will be billed on a separate invoice by department.

**PROCESSING REQUIREMENTS**

Online ordering / Catalogs for approved GUC clothing

Extensive clothing selection for men and women. FR and Non FR apparel.

On site measuring and samples for employees to inspect. Training and instruction on fit and care of apparel.

Spend Enforcement with employee audit trail and reporting.

Direct home delivery option.

Customer service and support. No charges on returns and exchanges.

## SAMPLES

Samples of items if requested, 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.

## UNIFORMS

- A. **Work Shirts:** 65% polyester/35% cotton blend, permanent press, wash and wear, long sleeve, minimum weight-4 ¼ oz. per square yard. All shirt fasteners shall be high quality non-metallic buttons, no metal snaps. Uniform shirts are to be dress type with top stitched collar and cuffs, permanent collar stays, breast pockets with button-type flaps. Color--solid medium blue (i.e. Petrol) for workers (Red Kap #SP50MB), blue stripe for crew leaders (Red Kap #SL50WB) and 5.25 oz. navy blue for Garage mechanics (Red Kap #ST52NV).
- B. **Alternate Work Shirts:** 100% Wrinkle-Resistant cotton, preshrunk, long sleeve and minimum weight 6 oz. per square yard. Uniform shirts are to have Easy-care finish, two-piece collar with sewn in stays, seven-button front including button at neck stitched down fronts and two button-thru hex-style pockets with bartacked pencil stay on left-pocket. Color - light blue for workers (Red Kap #SC30LB) or Short Sleeve (Red Kap # SC40LB)
- C. **FR Alternate Work Shirts:** Flame-resistant Fast-Dry, 6.75oz., FR Lightweight jersey material that wicks away sweat and fights odor. Side-seam construction, rib-knit Henley collar with three button placket, left chest pocket. 8.9 cal/cm2. Colors Khaki (Carhartt # 100237) for workers or Medium Blue (Carhartt# 100237) for crew leaders
- D. **Executive Shirts:** Oxford cloth, long sleeve, dress-type with top stitched button down collar and cuffs. Color - light blue (Edwards #1077-001) and/or white (Edwards #1077-000) as chosen by the supervisor.
- E. **Pique Knit Shirt:** 6.5 oz., short sleeve knit shirt with pocket & rib knit collar, wrinkle resistant, hemmed sleeves, 50% cotton/50% polyester. Colors - black (BK), khaki (KH), light blue (LB), navy (NV), royal blue (RB) or white (WH). (Blue Generation #BG7501).
- F. **Work Pants:** Carhartt # 102517 Relaxed Fit Pant (Khaki or Navy) and Red Kap PT10NV Poly Cotton.
- G. **Alternate Work Pants:** Carhartt Loose Fit Work Pant #B159 (Khaki or Navy) and Red Kap PC20NV 100% Cotton.
- H. **Supervisor Alternate Work Pants:** Carhartt Relaxed Fit BN2291-M (# 102291) Rugged Flex, 8-ounce, Dark Khaki, Gravel or Navy. Carhartt Relaxed Fit Jean #102808, Denim (Superior)
- I. **Alternate Work Pants:** Carhartt #B17 Relaxed fit jean, 100 cotton, 15 ounce,Denim (Bay) and Carhartt #B13 Loose fit jean, 100% cotton, 13 ounce, denim (canal), Ladies (Red Kap PD61PW)

- J. **Women's Alternate Work Pants:** Relaxed Straight Stretch Twill Pants, colors navy or desert sand (Dickies #FP321).
- K. **Mechanics / Alternate Executive Pants:** 65% polyester/35% cotton blend, permanent press, wash and wear, minimum weight-8.5 oz. per square yard, heavy duty zipper and zipper chain. Pants shall have no cuffs. Color - navy blue (Red Kap #PT62NV) or khaki (Red Kap #PT62KH).
- L. **Alternate Women's Executive Pants:** 7.5 oz. Twill, 65% polyester/35% Combed cotton, permanent press, wash and wear, heavy duty zipper and zipper chain. Pants shall have no cuffs. Color - navy blue (Red Kap #PT 61NV), Khaki (Red Kap #PT61KH) or Charcoal (Red Kap #PT61CH)
- M. **Jacket:** Waist length jacket, permanent lined, 7.25 oz. Twill, 65% polyester/35% cotton, wash and wear, solid brass zipper front, two button adjustable cuffs; two lower inset slash pockets and patch pocket on left sleeve, made-in quilted liner (body and full sleeves).  
Color - navy blue (Red Kap #JT22NV) to match work pants (Item F. above).
- N. **Alternate Jacket:** Water Repellent, Heavy-weight parka, 65% polyester/35% cotton poplin shell, detachable hood, Two concealed zippered pockets, Bungee cord waist adjustments. Hip Length. (Red Kap #JP70NV).
- O. **Coveralls:** One piece, zipper front, long sleeves, minimum weight-7.25 oz. Twill, 65% polyester/35% cotton blend, wash and wear, two patch hip pockets and two set-in front pockets. Color - navy blue (Red Kap #CT10NV) to match work pants (Item F. above).
- P. **FR Work Jacket:** Equipped for Zip-In/Zip-Out Liner, 9 oz. flame resistant twill, 100% cotton jacket, heavy duty, brass zipper, two large inset pockets and one sleeve pocket, ARC rated 11.0 cal/cm<sup>2</sup> and 61.0 cal/cm<sup>2</sup> when combined with "Item Q" below. Color - navy (Bulwark #JEW2NV).
- Q. **FR Zip-in/Zip-out Liner:** For Bulwark Indura jacket #JEW2NV (Item U above), ARC rated 11.2 cal/cm<sup>2</sup> and 61.3 cal/cm<sup>2</sup> when combined with "Item P" above. Color Grey (Bulwark #LML2GY).
- R. **FR Supervisor/Engineering Jacket:** Bomber jacket, 7 oz. Twill, ARC rated 30.0, equipped for zip-in liners. Color - navy (Bulwark #JLJ8NV).
- S. **FR Jacket Liner:** 10 oz. Quilted Nomex 111A jacket ARC rated 44.1, (Item R above). Zip-in full sleeve, Color - navy only. (Bulwark #LNL2NV).
- T. **FR Zip-in Insulated Vest Liner:** 10 oz. quilted Nomex 111A jacket (Item R above). No sleeves, ARC rating 44.1cal. Color - navy only. (Bulwark #LNS2NV).

- U. **FR Coveralls:** One-piece, two-way brass zipper front, long sleeves, minimum weight-9 oz. 100% cotton twill Indura, ARC rated 11.0 cal/cm<sup>2</sup>, preshrunk, two slash front pockets, two hip pockets and one chest pocket. (Bulwark #CEC2NV).
- V. **FR Alternate Hi-Visibility Lightweight Long Sleeve Henley** Flame-resistant, 6.7oz. (225 g/m<sup>2</sup>) 48% Modacrylic/ 37% Lyocell/ 15% Aramid, 360\* visibility with front and back 2" segmented heat sliver reflective striping. Concealed chest pocket with pencil stall, full underarm gussets, rib knit cuffs 4 button placket. Arc Rating ATPV 8.3 Cal. Hi-Visibility Lightweight Long Sleeve Henley (Bulwark #SML4HV, Yellow/Green)
- W. **FR Alternate Dress Shirt Long Sleeve –** banded, topstitched, button-down collar, topstitched cuff with button closure, placket front with button closure, tailored sleeve placket, Bulwark 6.5 oz., ARC rated ATPV 8.7 cal/cm<sup>2</sup> colors – Red/Khaki, (#SLG8RK), Hunter/Navy (#SLG8HN).
- X. **FR Alternate Work Pants –** One-piece waistband with button closure, five jean style pockets, two deep scoop pockets, two oversized reinforced hip pockets, rule pocket on right leg, 11.75 oz. 100% Cotton FR Denim, ARC rated 16 cal/cm<sup>2</sup>, (Carhartt #FRB13DNM), or Women's Carhartt (#101249-407).
- Y. **Alternate Pique Knit Shirt –** Pique knit shirt polo, no screen print, no pocket, 7 oz., 100% combed ring-spun cotton, back locker patch, matching twill tape in collar seam and side vents, drop tail, colors – black, white, oxford, navy, purple, royal blue and forrest green (Port Authority #K420) or Women's (Port Authority #L420).
- Z. **FR Alternate Work Jacket** Zip-Front– Heavyweight hooded FR fleece, attached hood with drawstring closure, Rain Defender durable water-repellant finish, Stretchable, spandex-reinforced rib knit cuffs and waistband, flame-resistant, 13 oz. knit, Two-front hand warmer pockets, EBT Rating ATPV 9.9 color – Dark Navy Carhartt (#102908).
- AA. **FR Alternate Work Jacket** Pull-Over-Heavyweight hooded FR fleece, attached hood with drawstring closure, Rain Defender durable water-repellant finish, Stretchable, spandex-reinforced rib knit cuffs and waistband, flame-resistant, 13 oz. knit, front hand warmer pocket, EBT Rating ATPV 9.9 , color – Dark Navy Carhartt (#102907).
- BB. **Alternate Work Jacket –** Carhartt Men's Zip Front Hooded Jacket # 100614, Navy and Carhartt Women's Zip Front Hooded Jacket # 102788, Navy. Carhartt Mens's HI VIS # 104988
- CC. **Alternate Work Jacket –** Carhartt Men's Pullover Hooded Jacket # 100615, Navy and Carhartt Women's Pullover Hooded Jacket # 102790, Navy. Carhartt Men's HI VIS # 104987
- DD. **FR Alternate Work Pants –** Loose fit, midweight, FR canvas Pants. 8.5 oz., ARC Rated ATPV 12.1 cal., Carhartt (# FRB159GKH) color – golden khaki, Carhartt (#FRB159DNY) color-dark navy or Women's Carhartt (# WFRB159GKH) color – golden khaki, Carhartt. (#WFRB159DNY) color- dark navy (#UFRB159DNY) and # 104204 relaxed fit Carhartt navy pants. Kaki or Navy.
- EE. **Alternate Work Tee Shirts:** Hi-visibility short sleeve T-shirts, 4.25-ounce, ANSI Class 2, Carhartt # 100495, Brite Lime (Red Kap SYK6HV)



- FF. **Alternate Work Tee Shirts** Hi VIS Long Sleeve T Shirt, 4.25-ounce, ANSI Class 2, Carhartt # 100496, Brite Lime (Red Kap SYK2HV)
- GG. **Alternate Work Jacket-Waterproof Parka**—Yellow ANSI 107-2010 Class 3 High Visibility designed to help keep out the wet and cold. Sewn-in anti-pilling polar fleece lining and detachable hood. All seams are taped. Sleeves are detachable and have elastic cuffs and snaps for wind protection. Flap pockets also snap and the heavy duty zippered front includes a storm flap. Majestic (# 75-1303).
- HH. **FR Alternate Work Shirts:** Flame-resistant Work-Dry, 6. oz., FR Lightweight Twill, Work-Dry material wicks away moisture for comfort. Two chest pockets with flaps and button closures, button-down collar, placket front, seven button closure, Two button adjustable cuff, 8.7 cal/cm2. Colors Khaki Carhartt Force (#104138) for workers or Medium Blue Carhartt Force (# 104138)) for crew leaders.
- II. **FR Alternate Work Shirts:** Flame-resistant, 6.7oz. (225 g/m<sup>2</sup>) 48% Modacrylic/ 37% Lyocell/ 15% Aramid, 360\* visibility with front and back 2" segmented heat sliver reflective striping. Concealed chest pocket with pencil stall, full underarm gussets, rib knit cuffs. Arc Rating ATPV 8.3 Cal. Hi-Visibility Lightweight Long Sleeve T-Shirt (Bulwark #SMK8HV, Yellow/Green)
- JJ. **Alternate Supervisor Shirt:** Moisture-wicking golf shirt, snag and pull resistant solid mesh tech polo (Vansport Omega Solid Mesh Tech Polo #2600) Color: Purple, Black, Navy, Carolina Blue, Grey, Dark Forest, White. Also #2601 Vansport Omega Ladies. #2602 Vansport long sleeve mens and # 2604 long sleeve womens in Black, Navy, and Grey.
- KK. **FR Alternat Jacket:** Bulwark HI VIS FR Hooded Pullover #SMH4 HI VIS and Bulwark HI VIS FR Zip Front Hooded # SMZ4 HI VIS (Carhartt #102907& 102908)
- LL. **FR VEST:** Carhartt FR Sherpa Lined Vest # 104981, Carhartt Brown or Navy
- MM. **FR Polo Shirt:** Bulwark FR Mens Polo Short-Sleeve # SMP8, Navy or Grey
- NN. **Polo Shirt:** Carhartt Force Polo # 103569, Navy-Grey-Black
- OO. **Work Shirt:** Carhartt Force Long Sleeve T-Shirt # 104617, Gray- Marine Blue
- PP. **Work Shirt:** Carhartt Force Short Sleeve T-Shirt # 104616, Gray- Marine Blue
- QQ. **Work Shirt:** Carhartt HI VIS Short Sleeve Shirt # 100495, HI VIS Green and Carhartt Long Sleeve # 100496 HI VIS Green
- RR. **Vest:** Carhartt Men's Vest # 104277, Carhartt Brown or Navy. Carhartt Ladies Vest # 104224 Brown or Black.
- SS. **FR HI VIS Work Shirt:** Carhartt Force FR # 102905, HI VIS GREEN

**The above garments will be quality workmanship, double stitched and reinforced in points of stress to ensure that each garment will be adequate to withstand normal wear and tear.**

**SUBMIT QUOTES ON ATTACHED REQUEST FOR PROPOSAL FORM(S)**

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**GREENVILLE UTILITIES COMMISSION****UNIFORMS****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.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
I	110	<b>Work Shirts (A)</b> – with GUC emblem stitched on; color – medium blue (Red Kap #SP50MB)	\$ _____	\$ _____
II	130	<b>Crew Leader Shirts (A)</b> – with GUC emblem stitched on; color – blue stripe (Red Kap #SL50WB)	\$ _____	\$ _____
III	30	<b>Garage Mechanic Shirts (A)</b> – with GUC emblem stitched on; color – navy (Red Kap #ST52NV)	\$ _____	\$ _____
IV	25	<b>Alternate Work Shirt (B)</b> – with GUC emblem stitched on; long sleeve; color – light blue (Red Kap #SC30LB)	\$ _____	\$ _____
V	25	<b>Alternate Work Shirt (B)</b> – with GUC emblem stitched on; short sleeve; color – light blue (Red Kap #SC40LB)	\$ _____	\$ _____
VI	100	<b>FR Alternate Work Shirt (C) Workers</b> – with GUC emblem embroidered on; color – khaki (Carhart #100237)	\$ _____	\$ _____
VII	100	<b>FR Alternate Work Shirt (C) Crew Leaders</b> – with GUC emblem embroidered on; color - light blue (Carhart # 100237)	\$ _____	\$ _____
VIII	15	<b>Executive Shirts (D)</b> – no GUC emblem; long sleeve; white (Edwards #1077-000)	\$ _____	\$ _____
IX	20	<b>Executive Shirts (D)</b> – no GUC emblem; long sleeve; light blue (Edwards #1077-001)	\$ _____	\$ _____
X	240	<b>Pique Knit Shirt (E)</b> – with screen printed GUC emblem; colors – black (BK), khaki (KH), light blue (LB), navy (NV), royal blue (RB) or white (WH) (Blue Generation BG 7501)	\$ _____	\$ _____
XI	200	<b>Work Pants (F)</b> – (Red Kap #PT10NV)	\$ _____	\$ _____
XII	25	<b>Alternate Work Pants (G)</b> – (Red Kap #PC20NV)	\$ _____	\$ _____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
XIII	100	<b>Supervisor Alternate Work Pants (H)</b> – (Carhartt #BN2291-M) Khaki-Navy-Gravel	\$ _____	\$ _____
XIV	25	<b>Supervisor Alternate Work Pants (H)</b> – Carhartt Jean # 102808) and Women’s Carhartt #BN5113-W Khaki or Shadow	\$ _____	\$ _____
XV	300	<b>Alternate Work Pants (I)</b> – (Carhartt B17 and B13)	\$ _____	\$ _____
XVI	25	<b>Alternate Work Pants (I)</b> – Ladies (Red Kap #PD61PW)	\$ _____	\$ _____
XVII	50	<b>Women’s Alternate Work Pants (J)</b> – Navy or desert sand (Dickies #FP321)	\$ _____	\$ _____
XVIII	40	<b>Mechanics / Alternate Executive Pants (K)</b> – Navy blue (Red Kap #PT62NV)	\$ _____	\$ _____
XIX	40	<b>Mechanics / Alternate Executive Pants (K)</b> – Khaki (Red Kap #PT62KH)	\$ _____	\$ _____
XX	5	<b>Alternate Womens Executive Pants (L)</b> – Navy Blue (Red Kap #PT61NV)	\$ _____	\$ _____
XXI	15	<b>Alternate Womens Executive Pants (L)</b> – Khaki (Red Kap #PT61KH)	\$ _____	\$ _____
XXII	5	<b>Alternate Womens Executive Pants (L)</b> – Charcoal (Red Kap #PT61CH)	\$ _____	\$ _____
XXIII	20	<b>Jackets (M)</b> – with GUC emblem stitched on (Red Kap #JT22NV)	\$ _____	\$ _____
XXIV	10	<b>Alternate Jacket (N)</b> – with GUC emblem stitched on (Red Kap #JP70NV)	\$ _____	\$ _____
XXV	47	<b>Coveralls (O)</b> – no GUC emblem (Red Kap #CT10NV)	\$ _____	\$ _____
XXVI	25	<b>FR Work Jacket (P)</b> – with GUC emblem stitched on (Bulwark #JEW2NV)	\$ _____	\$ _____
XXVII	25	<b>FR Zip-in/Zip-out Liner (Q)</b> – Color – Grey (Bulwark #LML2GY)	\$ _____	\$ _____
XXVIII	5	<b>FR Supervisor/Engineering Jacket (R)</b> – Color – Navy (Bulwark #JLJ8NV)	\$ _____	\$ _____
XXIX	5	<b>FR Jacket Liner (S)</b> – Color – Navy (Bulwark #LNL2NV)	\$ _____	\$ _____
XXX	5	<b>FR Zip-in Insulated Vest Liner (T)</b> – Color - Navy (Bulwark #LNS2NV)	\$ _____	\$ _____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
XXXI	150	<b>FR Coveralls (U)</b> – One-piece, two-way brass zipper front, long sleeves (Bulwark #CEC2NV)	\$ _____	\$ _____
XXXII	75	<b>FR Alternate Hi-Visibility Lightweight Long Sleeve Henley (V)</b> – Color Yellow/Green (Bulwark #SML4HV)	\$ _____	\$ _____
XXXIII	40	<b>FR Alternate Dress Shirt Long Sleeve – (W)</b> – Color – Red/Khaki (Bulwark #SLG8RK)	\$ _____	\$ _____
XXXIV	40	<b>FR Alternate Dress Shirt Long Sleeve – (W)</b> – Color – Hunter/Navy (Bulwark #SLG8HN)	\$ _____	\$ _____
XXXV	300	<b>FR Alternate Work Pants (X)</b> – Carhartt #FRB13DNM	\$ _____	\$ _____
XXXVI	10	<b>FR Alternate Work Pants (X)</b> – Women’s Carhartt #101249-407	\$ _____	\$ _____
XXXVII	250	<b>Alternate Pique Knit Shirt (Y)</b> – (Port Authority #K420)	\$ _____	\$ _____
XXXVIII	100	<b>FR Alternate Work Jacket (Z)</b> – Zip Front - Color - Dark Navy - Carhartt (102908)	\$ _____	\$ _____
XXXIX	125	<b>FR Alternate Work Jacket (AA)</b> – Pull-Over - Color - Dark Navy - Carhartt (102907)	\$ _____	\$ _____
XL	50	<b>Alternate Work Jacket (BB)</b> – Zip-Front Carhartt # 100614)	\$ _____	\$ _____
XLI	10	<b>Alternate Work Jacket (BB)</b> – Zip-Front - Women’s (Carhartt # 102788).	\$ _____	\$ _____
XLII	50	<b>Alternate Work Jacket (CC)</b> – Pull-Over (Carhartt # 100615)	\$ _____	\$ _____
XLIII	10	<b>Alternate Work Jacket (CC)</b> – Pull-Over - Women’s (Carhartt # 102790)	\$ _____	\$ _____
XLIV	125	<b>FR Alternate Work Pants (DD)</b> – Color – Dark Navy (Carhartt #FRB159DNY) (Carhartt # 104204)	\$ _____	\$ _____
XLV	10	<b>FR Alternate Work Pants (DD)</b> – Color – Dark Navy Women’s (Carhartt #WFRB159DNY)	\$ _____	\$ _____
XLVI	125	<b>FR Alternate Work Pants (DD)</b> – Color – Golden Khaki (Carhartt #FRB159GKH) )(Carhartt # 104204)	\$ _____	\$ _____
XLVII	10	<b>FR Alternate Work Pants (DD)</b> – Color – Golden Khaki Women’s (Carhartt #WFRB159GKH)	\$ _____	\$ _____
XLVIII	50	<b>Alternate Work Tee Shirts (EE)</b> – Short Sleeve (Red Kap #SYK6HV) (Carhartt #100495)	\$ _____	\$ _____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
XLIX	50	<b>Alternate Work Tee Shirts (FF)</b> – Long Sleeve (Red Kap #SYK2HV) (Carhartt #100496)	\$ _____	\$ _____
L	50	<b>Alternate Work Jacket-Waterproof Parka (GG)</b> – Majestic (#75-1303)	\$ _____	\$ _____
LI	140	<b>FR Alternate Work Shirts (HH) Crew Leaders</b> – Colors - Medium Blue Carhartt Force # 104138	\$ _____	\$ _____
LII	230	<b>FR Alternate Work Shirts (HH) Workers</b> – Colors – Khaki Carhartt Force (# 104138)	\$ _____	\$ _____
LIII	30	<b>FR Alternate Work Shirts (II)</b> – Hi-Visibility Lightweight Long Sleeve T-Shirt (Bulwark #SMK8HV) Color – Yellow/Green. (Carhartt # 102905)	\$ _____	\$ _____
LIV	250	<b>Alternate Supervisor Shirt (JJ)</b> – Vansport Omega Solid Mesh Tech Polo (#2600, 2601, 2602 & 2604)	\$ _____	\$ _____
LV	100	<b>FR Alternate Jacket (KK)</b> – Hooded pullover Bulwark Hi-Vis (#SMH4 & SMZ4)	\$ _____	\$ _____
LVI	100	<b>FR Vest (LL)</b> – Sherpa lined Vest (Carhartt # 104981), Brown or Navy	\$ _____	\$ _____
LVII	75	<b>FR Polo Shirt (MM)</b> – Men’s Polo Shirt SS, (Bulwark FR #SMP8) Navy or Grey	\$ _____	\$ _____
LVIII	75	<b>Polo Shirt (NN)</b> – Carhartt Force Polo # 103569, Navy, Grey or Black	\$ _____	\$ _____
LIX	125	<b>Work Shirt (OO)</b> – Carhartt Force Long-Sleeve T-Shirt, #104617, Grey, Marine Blue	\$ _____	\$ _____
LX	125	<b>Work Shirt (PP)</b> – Carhartt Force Short-Sleeve T-Shirt, #104616, Grey, Marine Blue	\$ _____	\$ _____
LXI	75	<b>Work Shirt (QQ)</b> – HI VIS Short-Sleeve T-Shirt Carhartt #100495	\$ _____	\$ _____
LXII	75	<b>Work Shirt (QQ)</b> – HI VIS Long-Sleeve T-Shirt Carhartt #100496	\$ _____	\$ _____
LXIII	50	<b>Vest (RR)</b> – Men’s Vest Carhartt #104277, Brown or Navy	\$ _____	\$ _____
LXIV	25	<b>Vest (RR)</b> – Women’s Vest Carhartt #104224, Brown or Black	\$ _____	\$ _____
LXV	75	<b>FR HI VIS Work Shirt (SS)</b> – Carhartt Force FR # 102905, Hi Vis Green	\$ _____	\$ _____
<b>Total Items I-LXV</b>				<b>\$ _____</b>

Deduct \$\_\_\_\_\_ per shirt for short sleeves instead of long sleeves (Red Kap #SP60MB, #SL60WB, or #SC20LB; Red Kap #ST62NV; Edwards #10-27-000 or #10-27-001, Bulwark #SEG2LD)

Additional charge for XXL or 44 & up waist

Shirts \$\_\_\_\_\_

Jackets \$\_\_\_\_\_

Coveralls (size 50 & up) \$\_\_\_\_\_

Pants \$\_\_\_\_\_

Additional charge for XXXL

Shirts \$\_\_\_\_\_

Jackets \$\_\_\_\_\_

Charge for embroidering emblem (per item):

\$\_\_\_\_\_ Plain \$\_\_\_\_\_ FR

Charge for screen printing emblem:

\$\_\_\_\_\_ per item

Charge for special cut:

\$\_\_\_\_\_ per item

**Delivery:** \_\_\_\_\_

\_\_\_\_\_

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

If invoice is paid within \_\_\_\_\_ days from date of receipt of goods, a discount of \_\_\_\_\_% will be allowed.

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

**Method of Award:** GUC, in its sole discretion, may award this bid as individual item(s) or as a total bid for item(s) **A – SS**.

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

[Balance of page left blank intentionally]





**GREENVILLE UTILITIES COMMISSION**

**GREENVILLE, NORTH CAROLINA**

**EXCEPTION/VARIATION FORM**

**Provider’s Certification:** This is to certify that it is our intent to furnish uniforms, services, materials, 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: \_\_\_\_\_  
\_\_\_\_\_

**GREENVILLE UTILITIES COMMISSION**

**GREENVILLE, NORTH CAROLINA**

**LETTER OF COMPLIANCE TO E-VERIFY**

1. I have submitted a bid 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 bid and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. \_\_\_\_ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. \_\_\_\_ I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this bid and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. \_\_\_\_ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. \_\_\_\_ Employ less than twenty-five (25) employees in the State of North Carolina.  
Specify subcontractor: \_\_\_\_\_

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

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

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

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

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

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

#### **4.0 QUANTITIES**

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

#### **5.0 AFFIRMATIVE ACTION**

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

## **6.0 CONDITION AND PACKAGING**

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

## **7.0 SAMPLES**

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

## **8.0 SPECIFICATIONS**

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

## **9.0 INFORMATION AND DESCRIPTIVE LITERATURE**

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

## **10.0 AWARD OF CONTRACT**

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

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

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

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

## **11.0 MEDIATION/BINDING ARBITRATION**

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

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

## **12.0 GOVERNMENT RESTRICTIONS**

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

## **13.0 INSURANCE**

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

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

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

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

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

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

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

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

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

## **16.0 EXCEPTIONS**

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

## **17.0 CONFIDENTIAL INFORMATION**

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

## **18.0 ASSIGNMENT**

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

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

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

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

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

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



## **21.0 AVAILABILITY OF FUNDS**

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

## **22.0 GOVERNING LAWS**

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

## **23.0 ADMINISTRATIVE CODE**

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

## **24.0 EXECUTION**

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

## **25.0 CLARIFICATIONS/INTERPRETATIONS**

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

## **26.0 SITUS**

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

## **27.0 TERMINATION OF AGREEMENT**

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

## **28.0 DELIVERY**

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

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

## **29.0 INDEMNITY PROVISION**

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

## **30.0 FORCE MAJEURE**

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

## **31.0 WARRANTY(IES)**

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

### **32.0 INTEGRATED CONTRACT**

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

### **33.0 CONTRACT PROVISIONS**

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

### **34.0 E-VERIFY**

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

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

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

### **36.0 UNIFORM GUIDANCE**

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

### **37.0 NOTICES**

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

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

Vendor Specified on Page 1 of Section III when awarded.