

## **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 3:00 pm (EDT) on April 8, 2025 and immediately thereafter publicly opened and read for the furnishing of: Rooftop Air Handling units (RTU) for Administration Building.

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 8:30AM – 5:00PM Monday through Friday.

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

**SECTION I**  
**GENERAL INSTRUCTIONS FOR FORMAL BIDS**  
**RELATED TO THE PURCHASE OF APPARATUS, SUPPLIES,**  
**MATERIALS AND EQUIPMENT**  
**APRIL 8, 2025**

**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 3:00 pm (EDT) on the day of opening. **Bids submitted in a fax or e-mail in response to this Invitation for Bids will not be acceptable. Late Bids will not be considered.**

**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 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 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.

## **15.0 DELIVERY**

Shipments will be made only upon individual releases from a blanket 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, 701 Utility Way, 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.

## **16.0 DELIVERY TIME**

Delivery time is to be stated and will be considered in the evaluation of bids. Failure by the successful bidder to meet quoted delivery shall be interpreted as non-compliance with these specifications and may be deemed sufficient cause for removal of the manufacturer and/or distributor from our lists as acceptable manufacturers or bidders.

## **17.0 MANUFACTURER**

Bidder is to specify the manufacturer of RTUs being quoted. If requested, bidder shall identify the place of manufacturer of all RTUs quoted.

## **18.0 CONTACT INFORMATION**

Questions regarding this bid request should be directed to Cleve Haddock, Lifetime CLGPO, Procurement Manager at (252) 551-1533, [haddockc@guc.com](mailto:haddockc@guc.com). **All questions regarding this bid must be received by or before 12:00 pm (EDT) on March 27, 2024.**

## **19.0 CONTRACT PERIOD**

N/A

## **20.0 TERMS AND CONDITIONS**

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

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**SECTION II**  
**GREENVILLE UTILITIES COMMISSION**  
**SPECIFICATIONS FOR**  
**ROOFTOP AIR HANDLING UNITS (RTU) FOR ADMINISTRATION BUILDING**

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# **EQUIPMENT PRE-PURCHASE PACKAGE**

for

Greenville Utilities Commission

Administration Building HVAC Upgrade

March 03, 2025

NV5 Project #: 24-0006120

## TABLE OF CONTENTS

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Included in this equipment pre-purchase package:

1. SUMMARY

2. DRAWINGS

- M700 – Mechanical Schedules (Pre-Purchase)

3. SPECIFICATIONS

- 237413 – Packaged, Outdoor, Central-Station Air-Handling Units

## SUMMARY

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This package contains equipment specifications for the Greenville Utilities Commission (GUC) Administration Building HVAC Upgrade Project. These specifications shall be utilized for GUC to obtain equipment, planned to be furnished to a contractor for installation.

The package contains information on the following equipment:

1. RTU 1 & 2 Equipment Schedule
2. RTU 1 & 2 Equipment Specification

The following is a summary of equipment. Following these summaries, specification sections and schedules have been provided to detail all requirements of this equipment. Equipment furnished shall meet all specifications, schedules, and summary data provided in this package.

1. Two (2) 25-Ton DX Cooled Rooftop Units with Gas heat:
  - a. Units to be in a downflow configuration and mounted on 36" curb to allow ductwork to be routed exposed on roof.
  - b. Unit shall be equipped with the following features as listed in schedule:
    - i. 100% Economizer with Powered Exhaust
    - ii. Hot gas reheat Coil
    - iii. DX Cooling Coil
    - iv. Natural gas heat
    - v. Single point power connection
    - vi. Merv 8 & 13 Filtration
    - vii. Direct Drive Supply Fan
    - viii. DDC BACnet Controller



Architect: David J. Blevins, AIA 2008 EIR - GUC Admin Building HVAC Upgrade (HVAC Upgrade - MERV25.1)  
2/25/2025 2:24:03 PM

PACKAGED DX ROOFTOP AIR HANDLING UNIT SCHEDULE																																											
TAG	SERVICE	LOCATION	UNIT SIZE (TON)	REFRIGERANT	SUPPLY FAN										GAS HEAT				UNIT COOLING COIL						HOT GAS REHEAT		COMPRESSOR(S)		CONDENSER FAN				ELECTRICAL SERVICE						FILTER	EER	MANUFACTURER AND MODEL (AS BASIS OF DESIGN)	REMARKS	
					TOTAL	CFM	TYPE	FAN QTY	ESP (IN. WG)	DRIVE	MOTOR					OUTPUT CAPACITY (MBH)	INPUT	EAT	LAT	TURNDOWN	GROSS CAPACITY (MBH)	SENS.	COIL EAT °F						UNIT EAT	UNIT LAT	TYPE	NO.	AMBIENT AIR DB TEMP °F	NO.	HP	EA	MCA	MOC					HZ
						MIN. O.A.					RPM	BHP	HP	V	PH								DB	WB	DB	WB	DB	WB															
RTU-1	2ND/3RD FLOORS	ROOF	25	R-32	9,000	1,500	VAV	1	2.5	DIRECT	1,695	9.02	10	460	3	243	300	45	70.3	4 STAGES	380.2	246.5	80	67	56	54.6	56	75	SCROLL	2	95	2	---	78.8	100	60	460	3	2" MERV 8 AND 13	10	DAIKIN- DPSC31B	BELOW	
RTU-2	2ND/3RD FLOORS	ROOF	25	R-32	9,000	1,500	VAV	1	2.5	DIRECT	1,695	9.02	10	460	3	243	300	45	70.3	4 STAGES	380.2	246.5	80	67	56	54.6	56	75	SCROLL	2	95	2	---	78.8	100	60	460	3	2" MERV 8 AND 13	10	DAIKIN- DPSC31B	BELOW	
NOTES: 1. REFER TO SPECIFICATIONS, DETAILS, AND CONTROL DRAWINGS FOR ADDITIONAL INFORMATION. 2. MAXIMUM TEMPERATURE OF AIR LEAVING UNIT, NOT COIL (MUST INCLUDE HEAT FROM FAN MOTORS). 3. PROVIDE A WEATHERPROOF GFI CONVENIENCE OUTLET. RECEPTACLE SHALL BE POWERED THROUGH UNIT. 4. SLOPED STAINLESS STEEL EVAPORATOR COIL DRAIN PAN. 5. FACTORY DISCONNECT AND CIRCUIT BREAKER. 6. PROVIDE ECONOMIZER; FACTORY INSTALLED POWER EXHAUST 7. PROVIDE HOT GAS REHEAT																																											

N|V|5

NV5 Engineers and Consultants, Inc.  
3300 Regency Parkway, Ste 100  
Cary, NC 27518  
License: F-1333  
T. 919.836.4800  
www.NV5.com

STAMP

PRELIMINARY

NOT FOR

CONSTRUCTION

03/03/2025

THE PROFESSIONAL ENGINEER SEAL APPEARS TO THE RIGHT APPLICABLE ONLY TO THE MATERIAL AND FORMS  
SHOWN ON THIS SHEET. ALL SERVICES TO THE PROJECT ARE THE PROPERTY OF NV5 ENGINEERS AND CONSULTANTS, INC.  
NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM NV5 ENGINEERS AND CONSULTANTS, INC.

CLIENT

CONSULTANT

PROJECT NAME

GUC ADMIN  
BUILDING HVAC  
UPGRADE

KEY PLAN

1

REVISION/ISSUANCE

#	DESCRIPTION	DATE

PROJECT NO.: 24-0006120

DESIGNED BY: IW

CHECKED BY: JC

DATE: 03/03/2025

SCALE: 1/2" = 1'-0"

SHEET NAME

MECHANICAL  
SCHEDULES  
(PRE-PURCHASE)

SHEET NUMBER

M700

***PRE-PURCHASE: THIS SPECIFICATION DEFINES THE ENGINEERING, DESIGN, MATERIALS OF CONSTRUCTION, FABRICATION AND PERFORMANCE REQUIREMENTS FOR THE EQUIPMENT INDICATED HEREIN. ALL REFERENCED SPECIFICATION SECTIONS NOT ISSUED WILL BE ISSUED AT A LATER DATE.***

## SECTION 237413 - PACKAGED, OUTDOOR, CENTRAL-STATION AIR-HANDLING UNITS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes packaged air-handling units (rooftop units) with the following components and accessories:
  - 1. Gas Furnace
  - 2. Economizer outdoor- and return-air damper section.
  - 3. Integral, space temperature controls.
  - 4. Roof curb adaptors.

#### 1.3 DEFINITIONS

- A. DDC: Direct-digital controls.
- B. ECM: Electrically commutated motor.
- C. Outdoor-Air Refrigerant Coil: Refrigerant coil in the outdoor-air stream to reject heat during cooling operations and to absorb heat during heating operations. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.
- D. Outdoor-Air Refrigerant-Coil Fan: The outdoor-air refrigerant-coil fan in RTUs. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.
- E. RTU: Rooftop unit. As used in this Section, this abbreviation means packaged, outdoor, central-station air-handling units. This abbreviation is used regardless of whether the unit is mounted on the roof or on a concrete base on ground.
- F. Supply-Air Fan: The fan providing supply air to conditioned space. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.

- G. Supply-Air Refrigerant Coil: Refrigerant coil in the supply-air stream to absorb heat (provide cooling) during cooling operations and to reject heat (provide heating) during heating operations. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: Include manufacturer's technical data for each RTU, including rated capacities, dimensions, required clearances, characteristics, furnished specialties, and accessories.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
  - 1. Wiring Diagrams: Power, signal, and control wiring.
  - 2. Curb adaptors.
- C. Warranty: Special warranty specified in this Section.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For RTUs to include in emergency, operation, and maintenance manuals.

#### 1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Fan Belts: One set for each belt-driven fan.
  - 2. Filters: One set of filters for each unit.

#### 1.7 QUALITY ASSURANCE

- A. ARI Compliance:
  - 1. Comply with ARI 203/110 and ARI 303/110 for testing and rating energy efficiencies for RTUs.
  - 2. Comply with ARI 270 for testing and rating sound performance for RTUs.
- B. ASHRAE Compliance:
  - 1. Comply with ASHRAE 15 for refrigeration system safety.
  - 2. Comply with ASHRAE 33 for methods of testing cooling and heating coils.
  - 3. Comply with applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

- C. ASHRAE/IESNA 90.1 Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."
- D. NFPA Compliance: Comply with NFPA 90A and NFPA 90B.
- E. UL Compliance: Comply with UL 1995.
- F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

## 1.8 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to replace components of RTUs that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period for Compressors: Manufacturer's standard, but not less than five years from date of Substantial Completion.
  - 2. Warranty Period for Control Boards: Manufacturer's standard, but not less than five years from date of Substantial Completion.

## 1.9 FINAL CLEANING

- A. Outside and inside of each air handling unit shall be thoroughly cleaned. Use industrial grade cleaners to remove construction dust, sheet metal mill finish or grease. All proposed cleaning materials shall have contents identified and approved prior to use. Cover unit openings with sheet metal or other proper material until ductwork is connected to maintain unit cleanliness.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design; Daikin (Owner Preferred)
- B. Approved for Alternate Bid: Contractor may provide an alternate price for manufacturers listed below:
  - 1. Trane

### 2.2 CASING

- A. General Fabrication Requirements for Casings: Formed and reinforced double-wall insulated panels, fabricated to allow removal for access to internal parts and components, with joints between sections sealed.

- B. Exterior Casing Material: Galvanized steel with factory-painted finish, with pitched roof panels and knockouts with grommet seals for electrical and piping connections and lifting lugs.
  - 1. Exterior Casing Thickness: 18 gauge galvanized steel, phosphatized, and finished with baked enamel finish. Coating shall be corrosion resistant exceeding ASTM B117 salt spray testing of 672 hours.
  - 2. Service doors shall be provided on the fan section, filter section, control panel section, coil sections, and heating vestibules in order to provide user access to unit components. All service doors shall be mounted on multiple, stainless steel hinges and shall be secured by a latch system.
  - 3. Interior Liner: 18 gauge galvanized steel. Coating shall be corrosion resistant exceeding ASTM B117 salt spray testing of 672 hours.
- C. Casing Insulation and Adhesive: Comply with NFPA 90A or NFPA 90B.
  - 1. Materials: ASTM C 1071, Type I.
  - 2. Thickness: 2" injected foam, R13
  - 3. Liner materials shall have air-stream surface coated with an erosion- and temperature-resistant coating or faced with a plain or coated fibrous mat or fabric.
  - 4. Liner Adhesive: Comply with ASTM C 916, Type I.
- D. Condensate Drain Pans: Formed sections of galvanized or stainless-steel sheet, a minimum of 2 inches deep, and complying with ASHRAE 62.1.
  - 1. Double-Wall Construction: Fill space between walls with foam insulation and seal moisture tight.
  - 2. Drain Connections: Threaded nipple.
  - 3. Pan-Top Surface Coating: Corrosion-resistant compound.
  - 4. Provide condensate drain pan overflow switch to shut unit down in event condensate drain is clogged.
- E. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

## 2.3 FANS

- A. Direct-Driven Supply-Air Fans: Vane axial with permanently lubricated, ECM motor resiliently mounted in the fan inlet. Aluminum or painted-steel wheels, and galvanized- or painted-steel fan scrolls.
- B. Condenser-Coil Fan: Propeller, mounted on shaft of permanently lubricated motor.
- C. Powered Exhaust Fan: Exhaust fan shall be single width, single inlet (SWSI) airfoil centrifugal fan. The fan wheel shall be Class II construction with aluminum fan blades that are continuously welded to the hub plate and end rim. The exhaust fan shall be direct drive fan mounted to the motor shaft. The unit DDC Controller shall provide building static pressure control. The unit controller shall provide proportional control of the exhaust fans from 25% to 100% of the supply air fan designed to airflow to maintain the adjustable building pressure setpoint.

## 2.4 COILS

### A. Supply-Air Refrigerant Coil:

1. Aluminum-plate fin and seamless internally grooved copper tube in steel casing with equalizing-type vertical distributor.
2. Polymer strip shall prevent all copper coils from contacting steel coil frame or condensate pan.
3. Coil Split: Interlaced.
4. Condensate Drain Pan: Galvanized steel with corrosion-resistant coating or Stainless steel formed with pitch and drain connections complying with ASHRAE 62.1.

### B. Hot Gas Reheat Coil:

1. Unit shall be equipped with a fully modulating hot gas reheat coil with hot gas coming from the unit condenser.
2. The modulating hot gas reheat systems shall allow for independent control of the cooling coil leaving air temperature and the reheat coil leaving air temperature. The cooling coil and reheat coil leaving air temperature setpoints shall be adjustable through the unit controller. During the dehumidification cycle the unit shall be capable of 100% of the cooling capacity.
3. Each coil shall be factory leak tested with high pressure air under water.

### C. Gas Furnace:

1. Factory assembled, piped, and wired, complying with ANSI Z21.47 and NFPA 54.
  - a. CSA Approval: Designed and certified by and bearing label of CSA.
2. Burners: Stainless Steel
  - a. Fuel: Natural Gas
  - b. Ignition: Electronically controlled electric spark or hot-surface igniter with flame sensor.
3. Heat-Exchanger and Drain Pan: Stainless Steel
4. Venting: Gravity Vented
5. Power Vent: Integral, motorized centrifugal fan interlocked with gas valve.
6. Safety Controls:
  - a. Gas Control Valve: Modulating
  - b. Gas Train: Single-body, regulated, redundant, 24V AC gas valve assembly containing pilot solenoid valve, pilot filter, pressure regulator, pilot shutoff, and manual shutoff.

## 2.5 REFRIGERANT CIRCUIT COMPONENTS

### A. Number of Refrigerant Circuits: See Mechanical Schedules

- B. Compressor: Hermetic, scroll, mounted on vibration isolators; with internal overcurrent and high-temperature protection, internal pressure relief.
- C. Refrigeration Specialties:
  - 1. Refrigerant: R-32 or R-454B
  - 2. Expansion valve with replaceable thermostatic element.
  - 3. Refrigerant filter/dryer.
  - 4. Manual-reset high-pressure safety switch.
  - 5. Automatic-reset low-pressure safety switch.
  - 6. Minimum off-time relay.
  - 7. Automatic-reset compressor motor thermal overload.
  - 8. Brass service valves installed in compressor suction and liquid lines.

## 2.6 AIR FILTRATION

- A. Minimum arrestance according to ASHRAE 52.1, and a minimum efficiency reporting value (MERV) according to ASHRAE 52.2.
  - 1. Minimum: 2" Merv 8 & 4" Merv 13 (minimum) .
- B. Filters shall be integrally mounted within unit and be accessible through hinged access doors.
- C. Filters shall be as specified and scheduled. Holding frames shall be factory installed and prevent bypass air.
- D. Furnish each unit with 3 sets of filters. One (1) set will be used for construction startup. Replace construction filters at project closeout. Final set is owner stock.

## 2.7 DAMPERS

- A. Outdoor-Air Damper: Linked damper blades, for 0 to 25 percent outdoor air, with motorized damper filter.
- B. Outdoor- and Return-Air Mixing Dampers: Parallel- or opposed-blade galvanized-steel dampers mechanically fastened to cadmium plated for galvanized-steel operating rod in reinforced cabinet. Connect operating rods with common linkage and interconnect linkages so dampers operate simultaneously.
  - 1. Damper Motor: Modulating with adjustable minimum position.
  - 2. Relief-Air Damper: Motorized, as required by ASHRAE/IESNA 90.1, with bird screen and hood.

## 2.8 ELECTRICAL POWER CONNECTION

- A. Provide for single connection of power to unit with unit-mounted disconnect switch accessible from outside unit and control-circuit transformer with built-in overcurrent protection.

## 2.9 CONTROLS

- A. Control equipment and sequence of operation are specified in the drawings on Sheet M6.00.
- B. Basic Unit Controls:
  - 1. Wall-mounted thermostat or sensor with the following features:
    - a. Temperature setpoint control
    - b. Occupancy Override
    - c. Communication module
    - d. Hot/cold thumbwheel
  - 2. Housing Material: Polycarbonate/ABS, UV protection. Mounting should fit a standard 2"by 4" junction box.
- C. Control Wiring: Factory wire connection for controls' power supply.
- D. Control Devices: Sensors, transmitters, relays, switches, detectors, operators, actuators, and valves shall be manufacturer's standard items to accomplish indicated control functions.
- E. Unit-Mounted Status Panel:
  - 1. Minimum 7" touchscreen.
  - 2. Cooling/Off/Heating Controls: Control operational mode.
  - 3. Damper Position: Indicate position of outdoor-air dampers in terms of percentage of outdoor air.
  - 4. Status Lights:
    - a. Filter dirty.
    - b. Fan operating.
    - c. Cooling operating.
    - d. Heating operating.
    - e. General alarm.
  - 5. Digital Numeric Display:
    - a. Outdoor airflow.
    - b. Supply airflow.
    - c. Outdoor dry-bulb temperature.
    - d. Outdoor dew point temperature.
    - e. Supply temperature.
    - f. Supply relative humidity.
    - g. Space relative humidity.
- F. Control Dampers:
  - 1. Damper Location: Factory installed inside unit for ease of blade axle and bushing service. Arrange dampers located in a mixing box to achieve convergent airflow to minimize stratification.



2. Damper Leakage: Comply with requirements in AMCA 500-D. Leakage shall not exceed 6.5 cfm per sq. ft. at a static-pressure differential of 4.0 inches water column when a torque of 5 inch pounds per sq. ft. is applied to the damper jackshaft.
3. Damper Rating: Rated for close-off pressure equal to the fan shutoff pressure.
4. Damper Label: Bear the AMCA seal for both air leakage and performance.
5. Blade Configuration: Unless otherwise indicated, use parallel blade configuration for two-position control and equipment isolation service and use modulating control when mixing two airstreams. For other applications, use an opposed-blade configuration.
6. Damper Frame Material: Stainless steel.
7. Blade Type: Hollow-shaped airfoil.
8. Blade Material: Stainless steel.
9. Maximum Blade Width: 6 inches.
10. Maximum Blade Length: 48 inches.
11. Blade Seals: Replaceable, continuous perimeter vinyl seals and jambs with stainless-steel compression-type seals.
12. Bearings: Thrust bearings for vertical blade axles.
13. Airflow Measurement:
  - a. Monitoring System: Complete and functioning system of airflow monitoring as an integral part of the damper assembly where indicated.
  - b. Remote Monitoring Signal: 0-10 volt or 4-20 mA scaled signal.
  - c. Accuracy of flow measurement: Within 5 percent of the actual flow rate between the range of the scheduled minimum and maximum airflow. For units with a large range between minimum and maximum airflow, configure the damper sections and flow measurement assembly as necessary to comply with accuracy.
  - d. Straightening Device: Integral to the flow measurement assembly if required to achieve the specified accuracy as installed.
  - e. Flow measuring device: Suitable for operation in untreated and unfiltered outdoor air. If necessary, include temperature and altitude compensation and correction to maintain the accuracy.

G. Damper Operators:

1. Factory-installed electric operator for each damper assembly with one operator for each damper assembly mounted to the damper frame.
2. Operator capable of shutoff against fan pressure and able to operate the damper with sufficient reserve power to achieve smooth modulating action and proper speed of response at the velocity and pressure conditions to which the damper is subjected.
3. Maximum Operating Time: Open or close damper 90 degrees in 90 seconds.
4. Adjustable Stops: For both maximum and minimum positions.
5. Position Indicator and Graduated Scale: Factory installed on each actuator with words "OPEN" and "CLOSED," or similar identification, at travel limits.
6. Spring-return operator to fail-safe; either closed or open as required by application.
7. Operator Type: Direct coupled, designed for minimum 60,000 full-stroke cycles at rated torque.
8. Position feedback Signal: For remote monitoring of damper position.
9. Coupling: V-bolt and V-shaped, toothed cradle.
10. Circuitry: Electronic overload or digital rotation-sensing circuitry.

H. Refrigeration System Controls:

1. Unit-mounted enthalpy controller shall lock out refrigerant system when outdoor-air enthalpy is less than 28 Btu/lb of dry air or outdoor-air temperature is less than 60 deg F.
2. Outdoor-air sensor de-energizes dehumidifier operation when outdoor-air temperature is less than 60 deg F.
3. Relative-humidity sensor energizes dehumidifier operation when relative humidity is more than 50 percent.

I. DDC Temperature Control: Standalone control module for link between unit controls and DDC temperature-control system. Control module shall be compatible with control system specified in Section 230923 "Direct Digital Control (DDC) System for HVAC." Links shall include the following:

1. Start/stop interface relay, and relay to notify DDC temperature-control system alarm condition.
2. Hardware interface or additional sensors for the following:
  - a. Discharge-air temperature.
  - b. Discharge-air relative humidity.
  - c. Refrigeration system operating.
  - d. Constant and variable motor loads.
  - e. EC motor operation.
  - f. Cooling load.
  - g. Air-distribution static pressure and ventilation-air volumes.

J. Interface with DDC System for HVAC: Factory-installed hardware and software to enable the DDC system for HVAC to monitor, control, and display unit status and alarms.

1. Hardwired Points:
  - a. Monitoring: On-off status, common trouble alarm.
  - b. Control: On-off operation, space temperature set-point adjustment.
2. ASHRAE 135 (BACnet) communication interface with the DDC system for HVAC shall enable the DDC system for HVAC operator to remotely control and monitor the unit from an operator workstation. Control features and monitoring points displayed locally at unit control panel shall be available through the DDC system for HVAC.

2.10 ACCESSORIES

- A. Electric heater with integral thermostat maintains minimum 50 deg F temperature in compartment.
- B. Duplex, 115-V, ground-fault-interrupter outlet with 15A overcurrent protection. Include transformer if required. Outlet shall be energized even if the unit main disconnect is open. Circuit shall be field wired by others.
- C. Filter differential pressure switch with sensor tubing on either side of filter. Set for final filter pressure loss.

- D. Coil guards of painted, galvanized-steel wire.
- E. Louvered Hail guards of galvanized steel, painted to match casing.
- F. Concentric diffuser with white louvers and polished aluminum return grilles, insulated diffuser box with mounting flanges, and interior transition.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of RTUs.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Equipment rigging and installation:
  - 1. Comply with manufacturers rigging and installation instructions for unloading units and moving to final locations.

#### 3.3 CONNECTIONS

- A. Coordinate piping and duct installations and specialty arrangements with schematics on Drawings and with requirements specified in piping and duct systems. If Drawings are explicit enough, these requirements may be reduced or omitted.
- B. Verify condensate drainage requirements of authorities having jurisdiction.
- C. Install condensate drain, minimum connection size, with trap and indirect connection to roof deck.
- D. Drain Piping: Schedule 40 PVC pipe complying with ASTM D 1785, with solvent-welded fittings.
- E. Electrical Connections: Comply with requirements for power wiring, switches, and motor controls in electrical Sections.

#### 3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.

- B. Perform tests and inspections and prepare test reports.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing. Report results in writing.
- C. Tests and Inspections:
  - 1. After installing RTUs and after electrical circuitry has been energized, test units for compliance with requirements.
  - 2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
  - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Remove and replace malfunctioning units and retest as specified above.

### 3.5 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
- B. Complete installation and startup checks according to manufacturer's written instructions and do the following:
  - 1. Inspect for visible damage to unit casing.
  - 2. Inspect for visible damage to furnace combustion chamber.
  - 3. Inspect for visible damage to compressor, coils, and fans.
  - 4. Inspect internal insulation.
  - 5. Verify that labels are clearly visible.
  - 6. Verify that clearances have been provided for servicing.
  - 7. Verify that controls are connected and operable.
  - 8. Verify that filters are installed.
  - 9. Clean condenser coil and inspect for construction debris.
  - 10. Remove packing from vibration isolators.
  - 11. Inspect operation of barometric relief dampers.
  - 12. Verify lubrication on fan and motor bearings.
  - 13. Inspect fan-wheel rotation for movement in correct direction without vibration and binding.
  - 14. Adjust fan belts to proper alignment and tension.
  - 15. Start unit according to manufacturer's written instructions.
    - a. Start refrigeration system.
    - b. Do not operate below recommended low-ambient temperature.
    - c. Complete startup sheets and attach copy with Contractor's startup report.
  - 16. Inspect and record performance of interlocks and protective devices; verify sequences.
  - 17. Operate unit for an initial period as recommended or required by manufacturer.
  - 18. Calibrate thermostats.
  - 19. Adjust and inspect high-temperature limits.

20. Inspect outdoor-air dampers for proper stroke and interlock with return-air dampers.
21. Start refrigeration system and measure and record the following when ambient is a minimum of 15 deg F above return-air temperature:
  - a. Coil leaving-air, dry- and wet-bulb temperatures.
  - b. Coil entering-air, dry- and wet-bulb temperatures.
  - c. Outdoor-air, dry-bulb temperature.
  - d. Outdoor-air-coil, discharge-air, dry-bulb temperature.
22. Inspect controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.
23. Measure and record the following minimum and maximum airflows. Plot fan volumes on fan curve.
  - a. Supply-air volume.
  - b. Return-air volume.
  - c. Relief-air volume.
  - d. Outdoor-air intake volume.
24. Simulate maximum cooling demand and inspect the following:
  - a. Compressor refrigerant suction and hot-gas pressures.
  - b. Short circuiting of air through condenser coil or from condenser fans to outdoor-air intake.
25. Verify operation of remote panel including pilot-light operation and failure modes. Inspect the following:
  - a. High-temperature limit on gas-fired heat exchanger.
  - b. Low-temperature safety operation.
  - c. Filter high-pressure differential alarm.
  - d. Economizer to minimum outdoor-air changeover.
  - e. Relief-air fan operation.
  - f. Smoke and firestat alarms.
26. After startup and performance testing and prior to Substantial Completion, replace existing filters with new filters.

### 3.6 CLEANING AND ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to site during other-than-normal occupancy hours for this purpose.
- B. After completing system installation and testing, adjusting, and balancing RTU and air-distribution systems, clean filter housings and install new filters.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain RTUs. Refer to Section 017900 "Demonstration and Training."

END OF SECTION 237413

Vendor Name: \_\_\_\_\_

**GREENVILLE UTILITIES COMMISSION**

**PROPOSAL FORM**

**QUOTATIONS SHOULD BE RECEIVED BY 3:00 PM ON April 8, 2025.** Quotations can be mailed or delivered to Cleve Haddock, Lifetime CLGPO, Procurement Manager, 401 South Greene Street, Greenville, N.C. 27834. Greenville Utilities reserves the right to reject any and all quotes that are not in GUC's best interest.

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	DELIVERY TIME	UNIT PRICE	TOTAL
1	2	<u>Rooftop Air Handling Units</u>	_____	\$ _____	\$ _____
		Name _____			
		Brand _____			

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 thirty (60) days from the date of the opening, to furnish any or all of the items upon the quoted price.

**Complete and Check All Math:** It is the responsibility of the Bidder to extend bid prices and supply a total for all items. It is certified that this proposal is made in good faith and without collusion or connection with any other person bidding on the same above listed items. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

**Contractor proposal shall be accompanied by a complete submittal for all Packaged Outdoor Central Station Air Handling Units (RTU-1 and RTU-2) as specified in Specification Section 237413. Submittals shall be complete with intent for Engineer review to enable release of equipment for production once approved. RTU support/curbs will be provided under separate contract for construction.**

It is certified that this proposal is made in good faith and without collusion or connection with any other person bidding on the same above listed items. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$       n/a       or bid bond for \$       n/a       attached.

Firm Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_

Authorized Official \_\_\_\_\_ Title \_\_\_\_\_

Typed Name

\_\_\_\_\_ Date \_\_\_\_\_

Signature

**Two (2) copies** of your proposal should be received no later than  
April 8, 2025 at 3:00 pm (EDT).

**NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM(S)**

**(RETURN ONLY THIS FORM(S) AND EXCEPTION, E-VERIFY)**



**Letter of Compliance to E-Verify for Greenville Utilities Commission**

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)

**GREENVILLE UTILITIES COMMISSION**

**EXCEPTION FORM**

**FOR ROOFTOP AIR HANDLING UNITS (RTU) FOR ADMIN BUILDING**

**Bidder's Certification:** This is to certify that it is our intent to furnish **Price, Equipment, Materials, Services, Etc.**, in absolute compliance with the bid specification except where expressly noted below.

**Instructions:** The following is a list of exceptions to the bidding documents and/or specifications pertaining to the furnishing of the requested materials. Bidders shall identify each exception by specification page and paragraph number on this form. The omission of exception assumes complete compliance with the Specifications.

<u>Page/Paragraph #</u>	<u>Exception/Variation</u>
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Firm Represented: 

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Typed Name: 

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Authorized Signature of Certification: 

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Date: 

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### **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 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, 701 Utility Way, 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 SAFETY STATEMENTS**

#### **Safety Culture Commitment Statement:**

**At Greenville Utilities, we are committed to a culture of safety that prioritizes the well-being of our employees, contractors, and the communities we serve.**

We believe that everyone deserves to work in a safe environment, and we are dedicated to fostering a culture where **safety is a core value, not just a priority.**

#### **Here's what that means to us:**

- **Employee and Contractor Safety:** We are committed to providing a safe work environment for all employees and contractors. We will invest in safety training, resources, and equipment to prevent accidents and injuries.
- **Open Communication:** We encourage open and honest communication about safety concerns. We believe everyone has a right and responsibility to speak up about unsafe work practices and potential hazards.
- **Continuous Improvement:** We are committed to continuous improvement in safety performance. We will learn from incidents and near misses, and we will actively seek ways to improve our safety processes and procedures.
- **Accountability:** We hold ourselves and our contractors accountable for safe work practices. This includes providing clear safety expectations, enforcing safety rules, and recognizing safe behavior.
- **Collaboration:** We believe in working collaboratively with employees, contractors, and regulatory agencies to achieve the highest level of safety.

**Our commitment to safety extends beyond our employees. We work closely with our contractors to ensure they share our safety values.** We expect them to implement robust safety programs, train their workers thoroughly, and adhere to all safety regulations.

We are confident that by working together, we can create a culture of safety where everyone goes home safe and healthy every day.

**This commitment statement is a public declaration of our unwavering dedication to safety.** We will continue to strive for zero incidents while promoting a positive safety culture that prioritizes the well-being of everyone involved in our utility operations.

**Safety Management System Commitment Statement:**

At Greenville Utilities, we are unwavering in our commitment to delivering safe and reliable utility service through a robust Safety Management System (SMS). This system forms the foundation of our safety culture, ensuring the well-being of our employees, contractors, and the communities we serve.

**Our SMS commitment emphasizes:**

- **Zero Incidents:** We believe all incidents are preventable. We strive for zero incidents by proactively managing risks and continuously improving our safety practices.
- **Empowered Workforce:** We foster a culture where safety is everyone's responsibility. This includes providing comprehensive safety training for both employees and contractors, empowering them to identify and report hazards.
- **Data-Driven Decisions:** We utilize data from inspections, incident investigations, and performance metrics to make informed decisions for risk mitigation and continuous improvement of our SMS.
- **Leadership Engagement:** Our leadership team actively demonstrates a commitment to safety by participating in safety reviews, audits, and promoting safety as a core value.
- **Contractor Collaboration:** We extend our safety commitment to our contractors. We require contractors working on our system to adhere to SMS principles, participate in safety briefings, and maintain strong safety programs within their own organizations.
- **Transparent Communication:** We believe in open communication about safety. We encourage employees and contractors to report concerns without fear of reprisal. We also maintain transparent communication with stakeholders about SMS performance.

**This SMS commitment is a continuous journey, not a destination.** We are dedicated to regularly reviewing and updating our system to reflect best practices and emerging technologies. Through continuous improvement and a commitment to a positive safety culture, we aim to remain an industry leader in safe and reliable utility service.

### **38.0 NOTICES**

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

Cleve Haddock, Lifetime 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: \_\_\_\_\_

(CORP. SEAL)

APPROVED AS TO FORM AND LEGAL CONTENT:

By: \_\_\_\_\_  
Phillip R. Dixon

Title: General Counsel

Date: \_\_\_\_\_