

REQUEST FOR RE-QUOTATION

Quotes 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 (EDT) on May 12, 2026, for the furnishing of Peak Shaving Generator System Gas Piping.

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

SECTION I
GENERAL INSTRUCTIONS FOR INFORMAL QUOTES
GREENVILLE UTILITIES COMMISSION
REQUEST FOR QUOTATION

1.0 NOTICE TO BIDDERS

Quotations, 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 (EDT) on May 12, 2026.

2.0 STANDARD FORMS REQUIRED

Each bidder must submit a proposal on the enclosed request for quotation form. **The quotation must be signed by an authorized official of the firm.**

3.0 DEPOSIT

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

4.0 NC SALES TAX

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

5.0 FEDERAL EXCISE TAX

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

6.0 EXCEPTIONS TO BE CLEARLY STATED

If quote is not in strict accordance with Section II, "Specifications," bidder must list or note all exceptions **on the Request for Quotation 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 quotes and to determine the lowest responsible, responsive bid from the standpoint of quality, performance, and price.

7.0 EVALUATION AND AWARD OF QUOTATIONS

GUC reserves the right to reject any and all quotations, to waive any and all informalities, and to disregard all nonconforming or conditional quotes or counter proposals. In evaluating quotes, GUC shall consider whether the quotes 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 quote 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.

8.0 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.

9.0 NUMERICAL ERRORS

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

10.0 QUANTITIES

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

11.0 CONTRACT PERIOD

TBD.

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 labor when available.

14.0 CONTACT INFORMATION:

Questions regarding this bid request should be directed to Cleve Haddock, Procurement Manager, Finance Department at (252) 551-1533, haddocgc@guc.com. **All questions must be received via e-mail by or before 5:00pm (EDT) May 5, 2026.**

15.0 TERMS AND CONDITIONS

The attached Terms and Conditions of Greenville Utilities Commission (GUC) are considered part of the bid proposal.

SECTION II
GREENVILLE UTILITIES COMMISSION
SPECIFICATIONS FOR
PEAK SHAVING GENERATOR SYSTEM GAS PIPING

**SPECIFICATIONS AND BID DOCUMENTS
FOR A
PEAK SHAVING GENERATOR SYSTEM GAS PIPING**

TECHNICAL SPECIFICATIONS

1.0 Scope

The purpose of this document is to detail the technical specifications and requirements for installing gas system per generator for (5) total units (Appendix A). It will connect from GUC's ANSI 150 4" flanged ball valve stubbed up beside each unit to the engine itself. The work shall include the furnishing of all materials, equipment, installation, permits, support stands & hangers, testing and commissioning of equipment. This project requires the new system to be installed in the existing footprint of a system that is in operation (See technical spec in Appendix B).

The gas system will be sourced from 60 PSI natural gas line.

These Technical Specifications cover the design, manufacture, delivery, installation, testing and commissioning in good order of a new gas system at the property adjacent to the 3280 MacGregor Downs Road, Greenville NC 27834.

The work shall include furnishing all materials, supervision, labor, tools, equipment, and supplies necessary for the complete installation of the gas system as shown or called for in the Drawings and/or Specifications. Contractor must adhere to material manufacturer specified.

The Bid Schedule includes the complete installation of the gas system and its ancillary equipment. The CONTRACTOR shall install the fuel connections, or other fuel related systems as may be required.

Current lead-time for project completion must be included.

2.0 General Conditions

- 2.1 All materials and equipment shall be new.
- 2.2 These Specifications describe the type, size, and characteristics of the various materials and equipment required to be furnished.
- 2.3 Strict adherence to these Technical Specifications is requested to facilitate checking and consideration of the Proposal.
- 2.4 Proposals shall include the following:
 - 2.4.1 Catalog numbers, manufacturer, ratings, characteristics, types, etc., of all materials and equipment included. A simple statement that all necessary materials and equipment will be furnished is not satisfactory.
 - 2.4.2 The Bidder shall state in his Proposal the way the equipment will be shipped.
 - 2.4.3 Price shall include the cost of delivery and installation.

- 2.5 It is the intent of these Technical Specifications that the gas system shall be complete and fully operable. Details not mentioned in the Specifications but required for satisfactory operation shall be furnished and installed by the CONTRACTOR.
- 2.6 It is the intent of these Drawings and Specifications that all electrical, mechanical, hydraulic, natural gas, and pneumatic interconnections among separate parts of the gas system be furnished and installed by the CONTRACTOR, except where clearly stated that a specific responsibility lies with others.
- 2.7 All construction shall be performed in a workmanlike manner and shall conform to the Drawings and Specifications. The installation shall conform to the latest editions of the North Carolina Building Code, National Fuel Gas Code NFPA 54 /ANSI Z223.1, and National Fire Protection Association Codes.
- 2.8 The Drawings and Specifications are complementary, one to the other. That which is shown on the Drawings or called for in the Specifications shall be as binding as if both called for and shown. The intention of the Drawings and Specifications is to include all labor, materials, transportation, equipment, and any other items necessary to do a complete job.
- 2.9 Where the CONTRACTOR fails to make efficient use of materials which may be furnished by the Owner and where said failure results in waste or unnecessary use of materials, the CONTRACTOR will be liable to replace such waste and to furnish such additional materials as may be required due to unnecessary use.
- 2.10 If any Owner-furnished equipment or materials are lost or stolen, the CONTRACTOR agrees to pay the Commission the reasonable cost of replacing the missing equipment and materials.
- 2.11 In such cases where the nature of the work requires clarification by the Commission, such clarifications shall be furnished by the Commission with reasonable promptness by means of written instructions or Detail Drawings or both. Clarifications and Drawings shall be consistent with the intent of Contract Documents and shall become a part thereof.
- 2.12 Within ten (10) working days after the award of the Contract, the CONTRACTOR shall submit for approval a complete list of those items of materials and equipment he is required to furnish for the installation. The list shall include manufacturer names, catalog numbers, and catalog data sheets.
- 2.13 All submittals shall be formal and complete and shall include a cover letter or transmittal letter with three (3) prints. All submittals shall be made to Nicholas Peaden, Substation & Controls Engineer, 3355 NC Highway 43, Greenville, North Carolina 27834.

The submittals shall bear the stamp of approval of the CONTRACTOR as evidence that the Drawings and materials have been checked and considered satisfactory to the CONTRACTOR.

The review and approval of the CONTRACTOR's submittals does not relieve the CONTRACTOR of the responsibilities for errors, omissions, and deviations from

the specified requirements and incidental work required for proper operation, equipment failure, function, and space requirements.

- 2.14 CONTRACTOR shall be responsible for laying out work. The CONTRACTOR shall, immediately upon entering project site for purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction, lay out his own work, and be responsible for any error resulting from his failure to exercise such precaution.
- 2.15 The CONTRACTOR shall provide such temporary structures as required for proper storage of materials and equipment. The CONTRACTOR shall also provide a temporary electrical lighting and power distribution system of adequate size to properly serve the project. Work shall be installed in a neat and safe manner in accordance with the National Electric Code Article 305 and OSHA.
- 2.16 The CONTRACTOR shall comply with all applicable laws and regulations governing this work. The CONTRACTOR shall comply with Chapter XXXIII, Section 3304 “Safeguards During Construction,” contained in North Carolina Building Code and National Fuel Gas Code (NFPA 54/ANSIZ223.1).
- 2.17 The CONTRACTOR shall be responsible for obtaining and paying for all permits, licenses, certificates, inspections, etc., required for the gas system, both permanent and temporary. Permits required by the North Carolina Utilities Commission or environmental regulatory agencies are excluded from this requirement.
- 2.18 Insurance

The CONTRACTOR shall maintain in full force and effect, the following types of insurance with the coverage’s indicated:

- (a) Workman’s Compensation Insurance in the statutory amount.
- (b) Comprehensive General Liability Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 aggregate, including Comprehensive Broad Form Endorsement, with Contractual Liability Coverage.
- (c) Automobile Liability Insurance of not less than \$250,000 per person, \$500,000 per occurrence bodily injury and \$100,000 property damage.

The CONTRACTOR shall furnish a notarized certification of the appropriate insurance and said certification shall contain the following express language: “This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and that these policies are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days written notice will be provided to the Commission.”

- 2.19 Correction of Work Before Final Payment

Any work, materials, or other parts of the work that have been condemned or declared not in accordance with the Contract by the Commission shall be removed from the work site by the CONTRACTOR and shall be immediately replaced by new work in accordance with the Contract at no additional cost to the Commission. Work or property of others or the Contractor which is damaged or destroyed by virtue of such faulty work shall be made good at the expense of the CONTRACTOR whose work is faulty.

Correction of condemned work described above shall be commenced within twenty-four (24) hours after receipt of notice from the Commission and shall be pursued to completion.

2.20 After-sale Product Support/Warranty

Equipment furnished under these Specifications shall be guaranteed against defective parts and workmanship under terms of the manufacturer's and vendor's standard warranties.

All repair work shall be completed as promptly as possible under the circumstances prevailing at the site. Response time to an emergency-breakdown call and receipt of spare parts shall be within 24 hours or less.

3.0 Standards

All equipment and materials covered by these Specifications and all tests applied thereto shall, unless otherwise stated herein, be in accordance with the applicable provisions of the latest editions of the standards of the ASTM, ANSI, AEIC, NEMA, ASME, IEEE, NESC, NFPA, NEC, and UL.

All equipment and materials shall conform to the latest emission standards or requirements of the Environmental Protection Agency (EPA), The North Carolina Department of Environmental Health and Natural Resources (DEHNR), and local authorities having jurisdiction.

When the term "Standards" is used in the Specifications, it shall be understood to refer to the above Standards.

5.0 Delivery of Equipment and Shipping

The prices quoted shall include current lead-time, delivery, unloading, and installation of the equipment at the property adjacent to 3280 MacGregor Downs Road, Greenville NC 27834. The CONTRACTOR shall be responsible for securing all permits required for transporting the equipment.

The CONTRACTOR shall have a representative on site to receive equipment and material deliveries. The Commission or its personnel will not be responsible for receiving any deliveries. Prior to delivery, CONTRACTOR shall give 48 hours notice to: Nicholas Peaden, Greenville Utilities Commission, 3355 NC Highway 43, Greenville, phone: (252) 551-1580.

Receipt of “Approval Drawings” by the CONTRACTOR constitutes authorization for manufacture only, predicated upon the Drawings and corrections found thereon. Any manufacturing or parts procurement that occurs prior to approval by the Commission of the Manufacturer’s drawings is at the risk of the CONTRACTOR for correction at his cost to conform to the final approved design. Tentative release for shipment is to be granted by the Commission based upon the following:

- a) Ten (10) days prior notification of production testing so the Commission may have a representative present for witness of the tests.
- b) Furnishing of the requested number of copies of the Approved Final Drawings as called for in the Specifications.
- c) Thirty (30) days’ notification of tentative shipping schedule and forty-eight (48) hours’ notification prior to delivery.

- 5.1 The Bidder shall state in the Proposal the method by which all equipment will be shipped.
- 5.2 Before shipment, all equipment shall be completely assembled, wired, and tested for performance of the functions required. CONTRACTOR shall provide the Commission with ten days prior notice of performance testing, so the Commission can have a representative present for testing, at the Commissions chooses.
- 5.3 The method of packing and loading shall be such as to protect all parts from dampness, corrosion, breakage, or vibration damage that might reasonably be encountered in transportation and handling.

6.0 CONTRACTOR’s Responsibilities

The responsibilities of the CONTRACTOR for the gas line installation are as follows:

- 6.1 Shipment to, unloading, and installation at the designated project site, all items required by these Specifications.
- 6.2 If any temporary storage space is required, the CONTRACTOR is responsible for coordinating this with the Commission.
- 6.3 Obtaining and paying for all permits, licenses, certificates, inspections, etc., required for the gas system and/or site construction, both permanent and temporary. Permits that may be required by the North Carolina Utilities Commission or environmental regulatory agencies are excluded from this requirement.
- 6.4 Supplying all design, drafting, engineering, material, work, and supervision to provide a complete and fully operable gas system, all in full accordance with Specifications.

- 6.5 Provide a temporary electrical lighting and power distribution system of adequate size to properly serve the project. Work shall be installed in a neat and safe manner in accordance with the National Electric Code Article 305 and OSHA.
- 6.6 Furnishing all documentation and Drawings required by these Specifications.
- 6.7 Testing and startup of all components of the gas system. CONTRACTOR shall have personnel available to make modifications during installation and system checkout.
- 6.8 Meeting quoted delivery dates on all materials and installation work.
- 6.9 Perform a field test of the complete set installation to include a 2-hour full load test, for each generator set, to be performed sequentially.
- 6.10 Provide warning signs that meet OSHA and NFPA requirements.
- 6.11 Furnishing, installing, and testing all natural gas fuel lines between the natural gas meter and generator set.
- 6.12 Disassembly, loading, transportation, and offloading of equipment at to be removed from the site.

7.0 Responsibilities of Owner or Others

The Commission or Others will be responsible for the following items related to the Peak Shaving Generation System:

- 7.1 Owner shall furnish peak shaving generation equipment and stubbed up ball valve, (5) Pietro Fiorentini Deval 600 2” regulators, and (5) Fisher 289 relief valves.
- 7.2 Furnishing the Bidder available information pertaining to external equipment with which the system must be interfaced.
- 7.3 Coordinating schedules with the CONTRACTOR to arrange time for the CONTRACTOR to perform on-site responsibilities.

8.0 SECTION 8 - MATERIALS FOR GAS FACILITY INSTALLATION

Material descriptions are included to provide the CONTRACTOR with information necessary for proper equipment selection and installation procedures.

8.1 Pipe

8.1.1 Steel Gas Pipe

All steel gas pipes shall be either electric resistance welded or seamless in accordance with API standard 5L, Grade X52. The appropriate API monogram, size, grade and process of manufacturer shall be stenciled on the pipe. Above ground steel gas pipes shall be bare, with no coating and have a standard wall thickness.

8.1.2 Coating (Contractor to Provide)

- Sandblast to NACE No. 1/SSPC-SP 5 White Metal Blast Cleaning specifications.
- Primer: apply 4 mils Sherwin Williams Zinc Clad 4100 Organic Zinc-rich three-part epoxy.
- Insulated flanges will be not be sandblasted or primed with zinc to prevent cathodic protection issues. An additional coat of Macropoxy 646 will be applied in place of zinc when needed.
- Intermediate: apply 8 mils Sherwin Williams Macropoxy 646 two-part marine epoxy.
- Finish: apply 5 mils Sherwin Williams Acrolon Ultra High Performance two-part marine polyurethane with UV additive in ANSI 49 gray.
- Seal flanges with Trenton Inner-coat Flange-Fill and overcoat with Chase Tape-coat H35.
- Dispose of spent sandblast media and clean site, leaving no trace of sand or paint.

8.2 Pipe Fittings

8.2.1 Steel Pipe Fittings

Steel pipe fittings shall have ends beveled for welding to match the wall thickness of the existing and proposed steel pipe. All steel gas pipe fittings used in the Work shall be standard weight, long radius, weld end fittings conforming to ANSI B16.9 specifications.

Each fitting or other component must bear a marking as prescribed in the specification or standard to which it was manufactured, or to indicate size, material, manufacturer, pressure rating, type, grade and model. All markings must remain clearly visible until the item is installed.

8.2.2 Flanges

Flanges shall be forged steel, raised faced, weld neck, ANSI 150 pressure rating in accordance with ASME B16.5 specifications. The wall thickness shall match the proposed steel pipe.

8.2.3 Transition Fitting

Steel to polyethylene transition fittings shall meet or exceed 49 CFR 192, ASTM D2513 and ASTM A53 specifications. The steel portion of the fitting shall be coated with electrostatically applied epoxy and the end shall be beveled for welding and tapered to match the pipe bore. The polyethylene portion of the fittings shall be composed of the same material as the existing pipe. The longitudinal pull-out strength of the transition from steel to polyethylene shall exceed the yield factor of polyethylene pipe.

8.3 Valves

All valves to be installed at each facility shall be wrench operated, low maintenance or no maintenance valves as indicated on the Plans, manufactured by *Kerotest Manufacturing Corp.*

Above grade valves shall be steel, ANSI 150 pressure rating, full opening, ball type, flanged end by weld end. The weld end shall be beveled and the wall thickness shall match the proposed pipe.

Below grade valves shall be steel, ANSI 150 pressure rating, full opening, ball type, weld end by weld end. The weld end shall be beveled and the wall thickness shall match the proposed pipe.

8.4 Miscellaneous Materials

Other special material specifications are indicated on the Plans.

9 SECTION 9 - FACILITIES INSTALLATION

9.1 Contractor Qualifications

The CONTRACTOR shall use only competent and skilled workers for the performance of any and all work on the natural gas facilities, as specified herein. The workers shall not perform any welding operations on any pipe or associated fittings within the system until they have been qualified to perform such operations in accordance with the test requirements specified in 9.1.1 Welding Qualifications.

The CONTRACTOR shall furnish evidence, as required by and to the satisfaction of the GUC, that the specified testing requirements have been met for each employee prior to their utilization on the work.

Measurement and Payment

Qualification of the CONTRACTOR's personnel for welding operations is considered incidental and will not be considered for payment. All costs associated with qualifying the CONTRACTOR's personnel, including but not limited to testing and certification, as specified herein, shall be included in the lump sum price for each facility.

9.1.1 Welding Qualifications

Testing and certification of welders, whether by destructive or nondestructive inspection methods, shall be in accordance with the Minimum Federal Safety Standards for welding and the American Petroleum Institute Standard 1104 (API 1104), "Standard for Welding Pipelines and Related Facilities," which are hereby incorporated by reference and made a part of these Specifications.

The Contractor shall provide documentation to the GUC, as evidence that all welders performing welds for the Contractor on GUC's facilities are certified according to the above requirements.

9.2 Welding

All steel pipe and/or fittings, connections and other fabrications within each facility shall be welded, unless otherwise specified or directed by the GUC.

All welds shall be performed in accordance with the requirements of API 1104. The kind, character and disposition of all welds shall be subject to the approval of the GUC.

Measurement and Payment

Welding operations are considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for the performance of welding

operations and inspection thereof, including: welding rods, fluxes, filler metals, wind guards and welding machines, shall be included in the lump sum price for each facility.

9.2.1 Procedure

All welding material and/or equipment shall, at all time, be protected from damage and kept in good working condition. Filler metals and fluxes shall be protected from deterioration and excessive moisture changes. Welding rods and other materials that show signs of deterioration or damage shall be replaced. Welding machines, which, in the opinion of the GUC, are in poor repair or are not of sufficient capacity to perform the Work shall be replaced at the Contractor's expense.

Suitable wind guards shall be provided to protect the Work during periods of excessive wind.

The Contractor shall, at the direction of the GUC, temporarily suspend all welding operations whenever conditions are not conducive to the performance of good work.

All steel pipe, fittings, connections and fabrications shall be butt welded by either the oxyacetylene or the shielded metal arc welding process using a manual welding technique, unless alternative methods have been submitted to and approved by the GUC.

All surfaces to be welded shall be properly cleaned and free of material that may be detrimental to the integrity of the completed weld. The ends of pipe and/or fittings at all welded joints shall be properly beveled using an appropriate pipe-beveling machine. The beveled edge of the pipe shall be clean free of rust, paint moisture, burr, and the like, prior to line-up of the pipe joints for welding.

Each completed weld shall be free of overlaps, undercuts, excessive convexity, scale, oxides, pinholes, non-metallic inclusions, air pockets and all other defects.

Arc burns on the pipe and/or fittings shall be removed by grinding, provided the resulting pipe wall thickness is not less than ninety (90) percent of the required design wall thickness. Arc burns that grinding cannot repair and repair attempts that result in less than ninety (90) percent of the original wall thicknesses shall be cut out.

All welds shall be air-cooled. Accelerated cooling by any method shall not be permitted.

9.2.2 Inspection

Visual testing procedures shall be implemented, as required by the GUC, to determine the quality of all (100%) the welds at each facility, except at the tie-ins.

Should any weld prove to be defective for any reason, the Contractor shall assume any and all costs associated with the testing, cutting out and replacement of the weld.

The CONTRACTOR shall be required to notify the GUC concerning the completion of all welding at each facility. The GUC will have an Inspector, inspect the welds performed on each facility once the CONTRACTOR has given the GUC notification of completion and prior to pressure testing.

The Inspector shall make all determinations as to what constitutes an acceptable weld as well as the disposition of all defective welds. These determinations shall be made upon completion of a visual inspection.

9.3 Valves, Equipment and Supports

Valves, pipe, fittings, filters and regulators shall be installed along the horizontal and vertical piping runs as indicated on the Plans. The location of equipment and above grade valves on each facility will be strictly adhered to.

Each unit shall have proper supports installed as shown in drawings. Supports shall be EZ-Line Model 204 w/ neoprene liner, Part #204-F.

The CONTRACTOR shall take extreme care in the installation of the regulator to not hinder the equipment's operation and performance.

Prior to installation, all valves shall be fully opened and fully closed a sufficient number of times to ensure that all parts are in proper working order.

All valves shall be in the open position during pressure testing, and shall remain as such upon completion of the tests. **Under no circumstances shall the CONTRACTOR operate any valves within the existing gas distribution system. GUC personnel shall be notified 48 hours prior to assist with service valve operations and gas-in operations as required.**

9.4 Pressure and Leak Testing

Each facility shall be pressure and leak tested, as specified herein. The CONTRACTOR shall provide the necessary materials, blind flanges, pancakes, spool pieces, appurtenances, labor and pumps required to pressurize each facility in a satisfactory and efficient manner. **All pressure and leak testing shall be done in the presence of the GUC. Tests done without supervision will not be accepted and the CONTRACTOR shall be required to retest at his expense.**

The CONTRACTOR will be required to test each facility in its entirety, without the regulators within the piping run and the inlet and outlet piping capped prior to their connection points.

Each facility shall be pressure tested using compressed air or nitrogen. Water shall not be used as a test medium for the testing of the facilities. The method and procedure for each pressure test shall be subject to the approval of the GUC.

Natural gas shall not be admitted into any facility prior to the GUC's approval and the successful completion of all required pressure tests.

Measurement and Payment

Pressure and leak testing operations are considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for pressure and leak-testing operations shall be included in the lump sum price for each of the facilities.

9.4.1 Preparation

Prior to testing, each facility shall be thoroughly cleaned to remove all foreign matter which may have been trapped inside the pipe during construction. The CONTRACTOR shall provide the required equipment to clean the facility of all debris. The facility shall be tested as soon as

possible following satisfactory cleaning.

Twenty-four (24) hours prior to commencing any testing operations, the CONTRACTOR shall submit a test schedule to the GUC for approval.

9.4.2 Procedure

All pressure tests shall be monitored by means of chart recording devices with an attached pressure gauge located, as directed by the GUC, at each facility to be tested. The chart recording devices shall be capable of recording the sustained test pressure for the duration of the test. The gauge shall be liquid filled and capable of measuring pressures to a minimum of two hundred (200) psig. The CONTRACTOR shall provide evidence of recent and accurate calibration of all chart-recording instruments. The date and time of the commencement and completion of the pressure test shall be recorded on the pressure chart, which shall be signed by the CONTRACTOR's superintendent and the GUC. The original test chart shall be submitted along with a Test Record form to the GUC for verification.

Each facility shall be tested at one hundred (100) psig or as directed by the GUC for a period no less than four (4) hours.

The hourly pressure along with the ambient temperature at the beginning and end of the test shall be recorded for the duration of the test on the GUC's standard form. The date and time of the commencement and completion of the pressure test shall be recorded on the form, which shall be signed by the CONTRACTOR's inspector and submitted to the GUC for verification.

After correcting for temperature changes, the test shall show no loss of pressure over the duration of the test.

All tie-ins not included in the pressure test shall be leak tested with a foaming leak locating solution after the main line has been placed into service.

Any and all breaks, leaks or defects in the pipe, valves, equipment or fittings is discovered during the pressure and/or foaming leak locating solution tests, shall be located, repaired or replaced, and re-tested by the CONTRACTOR, at the CONTRACTOR's expense, as directed by the GUC.

9.5 Purging

Upon the successful completion of the pressure and/or foaming leak locating solution test, and after the facility has been cleaned and approved in every respect to the satisfaction of the GUC, the CONTRACTOR shall remove the blind caps at the tie-in locations and commence tie-in operations.

The CONTRACTOR will be responsible for admittance of natural gas into the facilities. The GUC will be available during the gas up operations at each facility to ensure the tie-in welds at each facility are satisfactory.

Under no circumstances shall the CONTRACTOR operate any existing valves within the GUC distribution system.

9.6 Tie-Ins to Existing Distribution System and Service Piping

It is the responsibility of the CONTRACTOR to connect the work to existing supply and

service piping as shown on the Plans or as directed by the GUC.

The Plans depict generalized tie-ins. The CONTRACTOR shall be aware that additional pipe and fittings or alignment changes may be necessary to properly and efficiently complete the tie-in operations. The CONTRACTOR shall install the necessary fitting required to complete the tie-in as shown on the Plans or as directed by the GUC.

Under no circumstances shall the CONTRACTOR operate any valves within the existing gas distribution system. GUC personnel shall perform all valve operations as required.

Measurement and Payment

Tie-in operations are considered incidental work and will not be measured for payment. The cost of any and all equipment, material and labor required for these operations shall be included in the lump sum price for each of the facilities.

Dival 600

Medium-low pressure gas regulator



QUICK START GUIDE

- ENG** Safety, installation and commissioning procedures.
More information and languages on page 8.
- ITA** Procedure di sicurezza, installazione, messa in servizio.
Ulteriori informazioni e lingue a pagina 8.
- FRA** Procédures de sécurité, d'installation et de mise en service.
Plus d'informations et de langues à la page 8.
- DEU** Sicherheits, Installations und Inbetriebnahmeverfahren.
Weitere Informationen und Sprachen auf Seite 8.
- ESP** Procedimientos de seguridad, instalación y puesta en servicio.
Más información e idiomas en la página 8.
- RUS** Процедуры безопасности, монтажа и
ввода в эксплуатацию.
Дополнительная информация и языки
на странице 8.
- CHN** 安全程序、安装和调试。
更多信息和语言，请参见第8页。

SYMBOLS USED AND PERSONAL PROTECTIVE EQUIPMENT

 Obligation to use safety or insulated gloves.	 Obligation to use safety shoes.	 Obligation to wear protective clothing.	 Obligation to use a protective helmet.	 Obligation to consult the quick start guide.
 Obligation to use safety goggles.	 Obligation to use noise protection equipment.	 Obligation to use a protective mask.	 Obligation to wear high visibility vests.	 Symbol used to identify information of particular importance.

SAFETY REQUIREMENTS



The quick start guide does not substitute the use, maintenance and warning manual. It is mandatory to consult the manual on Pietro Fiorentini website



www.fiorentini.com



WARNING!

Failure to follow these instructions or to properly install and maintain the equipment may result in fire, explosion, property damage, serious injury, or death.

The equipment must be installed, operated, and maintained in compliance with all applicable local codes, regulations, and the instructions of the equipment's manual. If gas leakage or venting occurs, the equipment may require servicing. Failure to address this issue may create hazardous conditions. Contact a qualified gas service professional immediately.



WARNING!

Personal injury or equipment damage due to the bursting of pressure-containing components may occur if the equipment is overpressured or installed in conditions exceeding its specified limits.

Always refer to the manual and the nameplate for the equipment's operating limits. Additionally, ensure that adjacent piping and connections do not exceed their rated capacities. To prevent such risks, install appropriate pressure-relief or pressure-limiting devices to keep operating conditions within safe limits. Ensure compliance with all applicable local codes and regulations.



WARNING!

- Before proceeding with installation, make sure that the upstream and downstream valves installed on the line are shut off.
- To safely use the equipment, please observe the data on the attached nameplate.
- The installation of the equipment must be carried out by authorised, trained personnel who are familiar with the PPE to be used.
- For any further detail or information regarding the procedures, please refer to the use, maintenance and warning manual.

AFTER THE COMMISSIONING



WARNING!

- Check the sealing of upstream and downstream shut-off valve with a foaming substance.
- Check the pressure referring to the pressure gauge located upstream and downstream.
- Should any malfunction occur, please refer to the chapter 'Troubleshooting' of the manual to solve the issue, or contact Pietro Fiorentini.

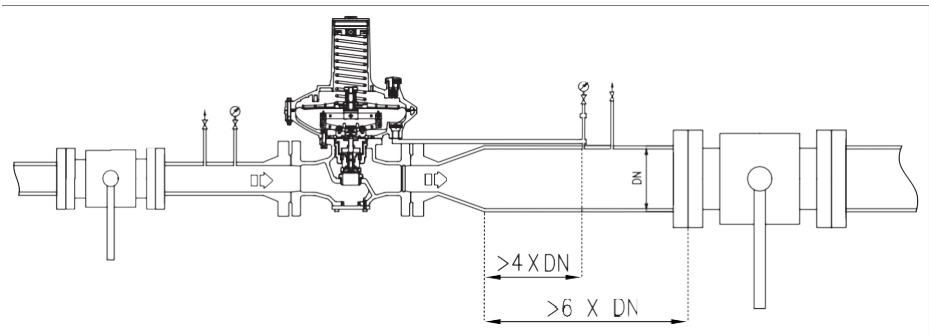
INSTALLATION PROCEDURE FOR REGULATOR

1. Place the equipment in the section of the line.
2. Place the gaskets between the line flanges and the regulator flanges.
3. Insert the bolts into the appropriate holes of the connecting flanges.
4. Screw the bolts following the rules for tightening flanges.

CONNECTING THE SENSING LINES TO THE DOWNSTREAM PIPELINE

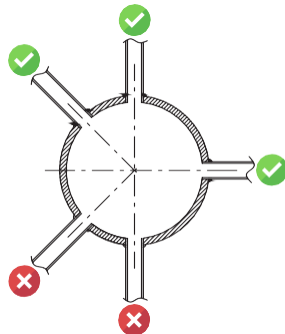
To obtain a good regulation it is essential that:

- the downstream shut-off valve is placed at least 6 times the nominal diameter of the tube downstream of the regulator;
- if there are external downstream sensing lines, check that they are placed on a straight section of pipe (of uniform diameter) with a length equal to at least 4 times the nominal diameter of the pipe itself.



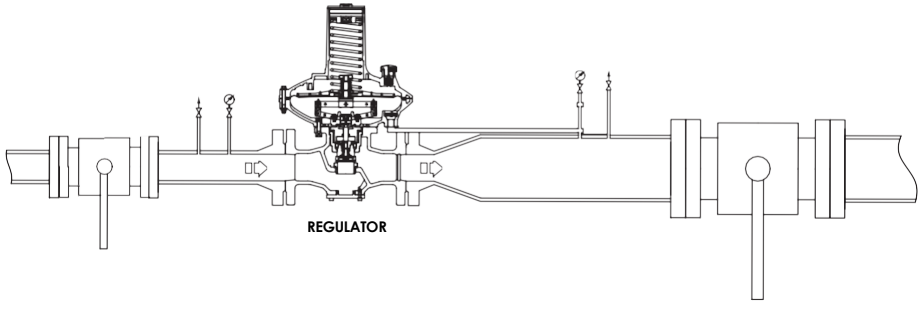
To avoid the collection of impurities and condensation in the pneumatic connections of the sensing lines it is necessary that:

- the connections of the pneumatic connection are always welded to the top or horizontal axis of the pipe itself;
- the hole on the pipe has no burrs or internal protrusions;
- the slope of the pneumatic connection is always 5-10% towards the connection of the downstream pipe.



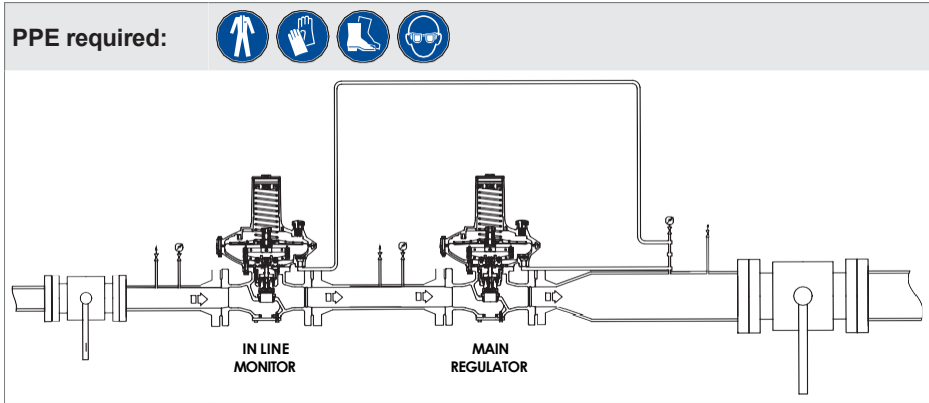
COMMISSIONING PROCEDURE FOR REGULATOR

PPE required:



1. Partially open the bleed cock.
2. Partially open the upstream shut-off valve, checking that the downstream pressure (P_d) indicated on the downstream pressure gauge does not exceed the required calibration value by over 50%.
3. When the regulator is put into service, the downstream pressure (P_d) indicated on the downstream pressure gauge will be equal to the calibration value of the regulator.
4. If the pressure downstream (P_d) is not at the required calibration value, proceed as follows:
 - downstream pressure value (P_d) lower than required calibration value: load the setting spring by turning the adjustment ring nut clockwise;
 - downstream pressure value (P_d) higher than required calibration value: unload the setting spring by turning the adjustment ring nut anti-clockwise.
5. Check the downstream pressure (P_d) referring to the downstream pressure gauge.
6. Close the bleed cock.
7. Check that the downstream pressure (P_d), after an increment phase, does not exceed the closing pressure value.
8. Check the tightness of all the fittings between the shut-off valves.
9. Open downstream shut-off valve very slowly until the pipeline fills completely.

COMMISSIONING PROCEDURE OF DIVAL 600 REGULATOR + DIVAL 600 REGULATOR IN-LINE MONITOR FUNCTION



1. Partially open the bleed cock.
2. Partially open the upstream shut-off valve, checking that the downstream pressure (P_d) indicated on the downstream pressure gauge does not exceed the required calibration value by over 50%.
3. When the main regulator is put into service, the downstream pressure (P_d) indicated on the downstream pressure gauge will be equal to the calibration value of the main regulator.
4. Check that the regulator with in-line monitor function is fully open (100%).



The regulator with monitor function is fully open, when the pressure indicated on the intermediate pressure gauge is the same as the upstream pressure gauge.

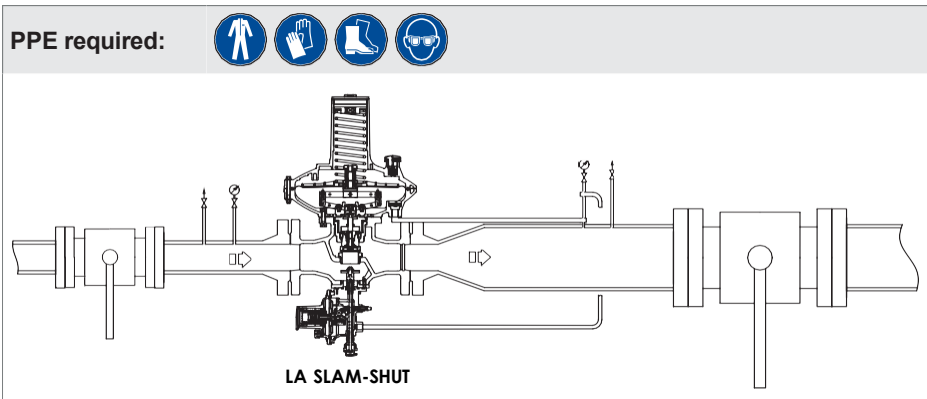
5. Open the upstream shut-off valve completely.
6. Increase the downstream pressure value (P_d) beyond the calibration pressure of the regulator with monitor function, by turning the adjustment ring nut of the main regulator clockwise.
7. Check that the regulator with in-line monitor function is running, checking that the pressure indicated on the intermediate pressure gauge is comparable to the calibration value of the regulator with in-line monitor function.
8. If the downstream pressure (P_d) is not at the required calibration value for the regulator with in-line monitor function, proceed as follows:
 - downstream pressure value (P_d) lower than required calibration value: load the setting spring by turning the adjustment ring nut clockwise;
 - downstream pressure value (P_d) higher than required calibration value: unload the setting spring by turning the adjustment ring nut anti-clockwise.
9. Slowly close the bleed cock.
10. Check that the downstream pressure, after an increment phase, does not exceed the closing pressure value of the regulator with in-line monitor function.
11. Partially open the bleed cock.
12. Discharge the regulation spring of the main regulator.
13. Check that the regulator with in-line monitor function (2) is fully open (100%).



The regulator with in-line monitor function is fully open, when the pressure indicated on the intermediate pressure gauge is the same as the upstream pressure gauge.

14. Check that the calibration pressure of the main regulator is as pre-established by referring to the pressure value indicated on the downstream pressure gauge.
15. If the pressure downstream (Pd) is not at the required calibration value, proceed as follows:
 - downstream pressure value (Pd) lower than required calibration value: load the setting spring by turning the adjustment ring nut clockwise;
 - downstream pressure value (Pd) higher than required calibration value: unload the setting spring by turning the adjustment ring nut anti-clockwise.
16. Slowly close the bleed cock.
17. Check that the downstream pressure, after an increment phase, does not exceed the closing pressure value of the main regulator.
18. Using a foaming agent, check all the joints between shut-off valves for proper sealing.
19. Slowly open the downstream shut-off valve until the piping has been completely filled.


COMMISSIONING PROCEDURE OF THE DIVAL 600 REGULATOR + SLAM-SHUT VALVE LA



1. Make sure that the bleed cock is partially open.
2. Check that the LA slam-shut valve is in the shut-off position.
3. Partially open the upstream shut-off valve, checking the pressure indicated by the upstream pressure gauge.
4. Perform the internal tightness check of the LA slam-shut valve.
5. Slowly pressurise the control line by turning the knob on the LA slam-shut valve, checking that the downstream pressure (Pd) indicated on the downstream pressure gauge does not exceed the required calibration value by over 50%.
6. When the regulator is put into service, the pressure on the downstream pressure gauge will be equal to the calibration value of the main regulator.
7. Open the upstream shut-off valve completely.
8. Check calibrations of the pressure switch of the LA slam-shut valve (refer to section “Calibration procedure for LA slam-shut valve”).
9. If the pressure downstream (Pd) is not at the required calibration value, proceed as follows:
 - downstream pressure value (Pd) lower than required calibration value: load the setting spring by turning the adjustment ring nut clockwise;
 - downstream pressure value (Pd) higher than required calibration value: unload the setting spring by turning the adjustment ring nut anti-clockwise.
10. Check the downstream pressure (Pd) referring to the downstream pressure gauge.
11. Close the bleed cock.

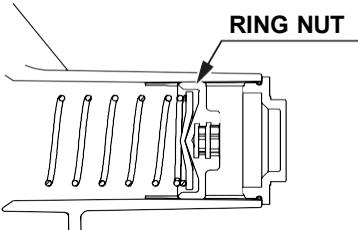
12. Check that the downstream pressure (P_d), after an increment phase, does not exceed the closing pressure value.
13. Check the tightness of all the fittings between the shut-off valves.
14. Open downstream shut-off valve very slowly until the pipeline fills completely.

CALIBRATION PROCEDURE FOR REGULATOR


PPE required: 

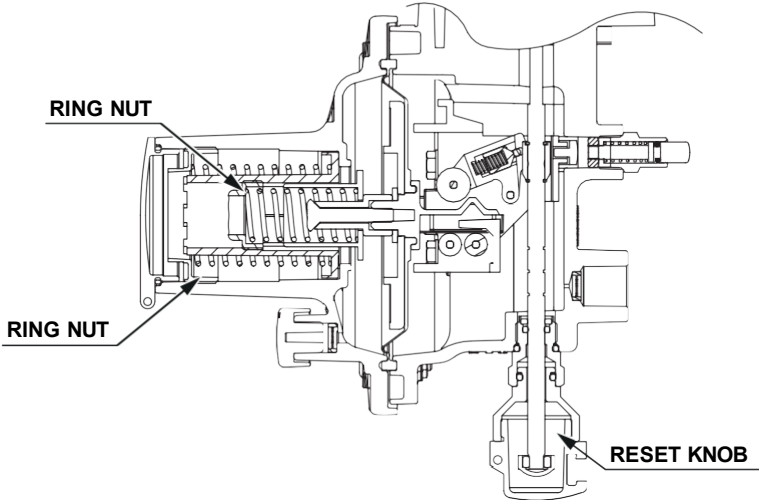
Adjust the adjustment ring nut:

- anti-clockwise to decrease the adjusted pressure;
- clockwise to increase the adjusted pressure.



CALIBRATION PROCEDURE FOR LA SLAM-SHUT VALVE (LA-BP, LA-MP, LA-TR)

PPE required: 



Adjust the maximum pressure ring nut:

- anti-clockwise to decrease the slam-shut device tripping pressure.
- clockwise to increase the slam-shut device tripping pressure.

Turn the minimum pressure ring nut:

- anti-clockwise to decrease the slam-shut device tripping pressure.
- clockwise to increase the slam-shut device tripping pressure.

In order to reset the slam-shut valve, move the reset knob that engages the control device of the mobile system. Open downstream shut-off valve very slowly until the pipeline fills completely.

PFScan app



ENG Full access to all documentation, spring calibration tables, spare parts and complete manual. **INSTRUCTIONS:** 1. Scan the QR code to download the app 2. Open the app 3. Log in or register 4. Use the app to scan the QR code on the product

ITA Accesso completo a tutta la documentazione. Tabelle di calibrazione delle molle, parti di ricambio e manuale completo. **ISTRUZIONI:** 1. Scansiona il codice QR per scaricare l'app 2. Apri l'app 3. Accedi o registrati 4. Usa l'app per scansionare il codice QR sul prodotto.

FRA Accès complet à toute la documentation, aux tableaux d'étalonnage des ressorts, aux pièces de rechange et à la notice complète. **INSTRUCTIONS :** 1. Scanner le code QR pour télécharger l'application 2. Ouvrir l'application 3. Se connecter ou s'inscrire 4. Utiliser l'application pour scanner le code QR sur le produit.

DEU Vollständiger Zugriff auf alle Unterlagen, Federkalibrierungstabellen, Ersatzteile und das komplette Handbuch. **ANWEISUNGEN** 1. Scannen Sie den QR-Code, um die App 2 herunterzuladen. Öffnen Sie die App 3. Anmelden oder registrieren 4. Verwenden Sie die App, um den QR-Code auf dem Produkt zu scannen.

ESP Acceso completo a toda la documentación, tablas de calibración de muelles, piezas de repuesto y manual completo. **INSTRUCCIONES:** 1. Escanee el código QR para descargar la aplicación 2. Abra la aplicación 3. Acceda a la sesión o regístrese 4. Utilice la aplicación para escanear el código QR del producto.

RUS Полный доступ ко всей документации, таблицам калибровки пружин, запасным частям и полному руководству. **ИНСТРУКЦИИ:** 1. Отсканируйте QR-код, чтобы скачать приложение 2. Откройте приложение 3. Войдите или зарегистрируйтесь 4. Используйте приложение для сканирования QR-кода на товаре.

CHN 可全面访问所有文档、弹簧校准表、备件和完整手册。说明：1.扫描二维码下载应用程序 2.打开应用程序 3.登录或注册 4.使用应用程序扫描产品上的二维码。

UG0216ENG - rev. A

The data are not binding. We reserve the right to make changes without prior notice.

SUBMIT BIDS ON ATTACHED REQUEST FOR PROPOSAL FORM

Vendor Name: _____

GREENVILLE UTILITIES COMMISSION

PROPOSAL FORM

PEAK SHAVING GENERATOR SYSTEM GAS PIPING

The undersigned bidder hereby declares that he has carefully examined the enclosed detailed specifications for the furnishing of Greenville Utilities with the items listed below. 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 the items upon which prices are quoted at the price set opposite each item. Delivery shall be FOB Greenville, North Carolina, within the time indicated below:

ITEM NO.	QUANTITIES	DESCRIPTION	DELIVERY TIME	UNIT PRICE	EXTENSION
I	5	Furnish materials, labor, and permitting to install gas regulator set for peak shaving generator.		\$	\$
II	5	Start-up, and commissioning for load testing each generator.		\$	\$
		Firm Price Total			\$ _____

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

Method of Award: GUC will award this bid as a total bid.

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

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 \$ NA or bid bond for \$ NA attached.

Firm Name: _____ Phone: (____) _____

Address: _____

City _____ State _____ Zip Code _____

Fax (____) _____ E-mail _____

Authorized Official _____ Title _____
Typed Name

Signature Date _____

**Two (2) copies of your proposal should be received no later than
May 12, 2026 at 2:00 pm (EDT).**

NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM(S)
(RETURN ONLY THIS FORM(S), E-VERIFY AND EXCEPTION FORM)

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

GREENVILLE, NORTH CAROLINA

EXCEPTION FORM

Specifications for:

Peak Shaving Generator System Gas Piping

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>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Firm Represented: _____

Typed Name: _____

Authorized Signature of Certification: _____

Date: _____

Special Instructions to Bidders

**City of Greenville/Greenville Utilities Commission
Minority and/or Women Business Enterprise (M/WBE) Program**

**GUC
Construction Guidelines and Affidavits
\$100,000 and above**

These instructions shall be included with each bid solicitation.

**City of Greenville/Greenville Utilities Commission
Minority and/or Women Business Enterprise Program**

\$100,000 and Construction Guidelines for M/WBE Participants

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City’s and Utilities’ contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the M/WBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	GUC	
	MBE	WBE
Construction This Goal includes Construction Manager at Risk	7%	4%

Bidders shall submit M/WBE information with their bids on the forms provided. This information will be subject to verification by GUC prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or M/WBE members of joint ventures intended to satisfy GUC M/WBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for GUC’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for GUC’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hun/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillencmwbe.org. However, the HUB status of these firms must be verified by the HUB database. GUC shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all M/WBE vendors who wish to do business as a minority, or a female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of M/WBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the M/WBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The M/WBE's listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the GUC to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the GUC to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each M/WBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Instructions

The Bidders Shall Provide with the bid the following documentation:

- Identification of Minority/Women Business Participation
(if participation is zero, please mark zero – Blank forms will be considered nonresponsive)
- Affidavit A (if subcontracting)

OR

- Identification of Minority/Women Business Participation
(if participation is zero, please mark zero – Blank forms will be considered nonresponsive)
- Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project – includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

- Affidavit C (if aspirational goals are met or are exceeded)

OR

- Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

- Letter(s) of Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to M/WBE subcontractors.**

*****If a change is needed in M/WBE Participation, submit a Request to Change M/WBE Participation Form. Good Faith Efforts to substitute with another M/WBE contractor must be demonstrated.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the GUC for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the GUC that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the GUC whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the GUC will evaluate all efforts made by the Contractor and will determine compliance regarding quantity, intensity, and results of these efforts.

Greenville Utilities Commission AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

Affidavit of _____

(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government-maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 – (10 pts)** Made the construction plans, specifications and requirements available for review for review by prospective minority businesses or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended Prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder’s suppliers in order to help minority businesses in establishing credit.

9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.

10 – (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

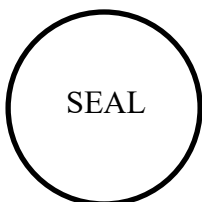
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d). Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public _____

My Commission expires _____

Greenville Utilities Commission - AFFIDAVIT B - Intent to Perform Contract with Own Workforce

County of _____

Affidavit of _____
(Name of Bidder)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type of project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20_____

Notary Public _____

My commission expires _____

Greenville Utilities Commission – AFFIDAVIT C – Portion of the Work to be Performed by M/WBE Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by M/WBE businesses as defined in GS143-128.2(g) and the COG/GUC M/WBE Plan sec. III is equal to or greater than 11% of the bidder’s total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed a construction subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below.

Name and Phone Number	*M/WBE Category	Work Description	Dollar Value

*M/WBE categories: Black, African American (**B**), Hispanic, Latino (**L**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**S**), Disabled (**D**)

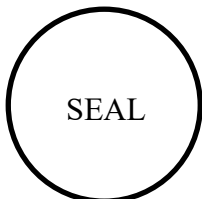
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Greenville Utilities Commission – AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder)

If the goal of 11% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

_____ (Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women businesses will be employed a construction subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below.

Name and Phone Number	*M/WBE Category	Work Description	Dollar Value

*M/WBE categories: Black, African American (**B**), Hispanic, Latino (**L**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**S**), Disabled (**D**)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.

- D. For subcontracts where a minority business firm is not considered the lowest responsible, responsive sub-bidder, copies of quotes received from all firms submitting quotes for that subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder

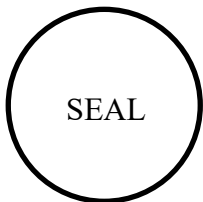
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with M/WBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

**LETTER OF INTENT
M/WBE Subcontractor Performance**

Please submit this form or executed subcontracts with M/WBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

____ Minority Business Enterprise ____ Women Business Enterprise

The M/WBE status of the undersigned is certified by the NC Office of Historically Underutilized Businesses (required). ____ Yes ____ No

The Undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

(Date)

(Address)

(Name & Phone No. of M/WBE Firm)

(Name & Title of Authorized Representative of M/WBE)

(Signature of Authorized Representative of M/WBE)

REQUEST TO CHANGE M/WBE PARTICIPATION

Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

_____ **Email Address:** _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Name of Subcontractor: _____

Good or service provided: _____

Proposed Action:

- _____ Replace subcontractor
- _____ Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

_____ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

_____ The listed MBE/WBE is bankrupt or insolvent.

_____ The listed MBW/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

_____ The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:

Name of replacement subcontractor: _____

The M/WBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). _____ Yes _____ No

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

____ Increase total dollar amount of work
____ Decrease total dollar amount of work

____ Add additional subcontractor
____ Other

Please describe reason for requested action: _____

If adding additional subcontractor*

The M/WBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). ____ Yes ____ No

Please attach Letter of Intent or executed contract document

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only:

Approval __ Y __ N

Date _____

Signature _____

Proof of Payment Certification
M/WBE Contractors, Suppliers, Service Providers

Project Name: _____ Pay Application No. _____

Prime Contractor: _____ Purchase Order No. _____

Current Contract Amount (including change orders): \$ _____

Requested Payment Amount for this Period: \$ _____

Is this the final payment? Yes No

Firm Name	*M/WBE Category	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

*M/WBE categories: Black, African American (**B**), Hispanic, Latino (**L**), Asian American (**A**), American Indian (**I**), Female (**F**), Socially and Economically Disadvantaged (**S**), Disabled (**D**)

Date: _____

Certified By: _____

Name

Title

Signature

SECTION III

TERMS AND CONDITIONS FOR SERVICES OR THE PURCHASE OF

APPARATUS, SUPPLIES, MATERIALS, OR EQUIPMENT

NOT SUBJECT TO A FORMAL BID

These Terms and Conditions, made and entered into on this purchase order date 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 the vendor as identified on the purchase order, 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, N.C. 27835-1847.

3.0 PAYMENT TERMS

Payments for apparatus, supplies, materials, equipment or services will be made after the receipt and acceptance 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 CONDITION AND PACKAGING

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.

5.0 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.**

6.0 AWARD OF CONTRACT

All purchases will be based on the lowest responsible, responsive offer that is 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 the suitability of the article(s) for the intended use, the related materials needed, the date(s) of delivery and performance, and such other factors deemed by GUC to be pertinent or peculiar to the purchase in question.

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

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

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.

7.0 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.

8.0 GOVERNMENT RESTRICTIONS

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful Provider to notify the GUC Purchasing 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.

9.0 INSURANCE

9.1 **Coverage** – The Provider at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

9.1.1 **Worker's Compensation** – The Provider shall provide and maintain Worker's 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.

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

9.1.3 **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.

9.1.4 **Cyber** – The Vendor shall maintain Cyber Liability Insurance with limits of \$3,000,000 per occurrence, providing protection against liability for: (1) privacy breaches (including liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems. Cyber Liability Insurance shall not include any exclusion or restriction for unencrypted portable devices or other media. Vendor shall provide evidence of continuation or renewal for a period of two (2) years following termination of the Agreement.

9.2 **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 insurance carrier will provide 30 day written notice of cancellation by regular mail to the GUC's Procurement Manager. Any waiver of insurance must be approved by the Procurement Manager.

Waiver approved:

Procurement Manager

10.0 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.

11.0 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.

12.0 ASSIGNMENT

No assignment of the Provider's obligations or the Provider's right to receive payment hereunder shall be permitted without the express written consent of GUC, provided however, upon written request approved by the GUC Purchasing 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.

13.0 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.

14.0 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.

15.0 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.

16.0 GOVERNING LAWS

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

17.0 ADMINISTRATIVE CODE

Quotes, bids, proposals, and awards are subject to applicable provisions of the North Carolina Statutes, Rules, Regulations, or Administrative Codes.

18.0 CLARIFICATIONS/INTERPRETATIONS

Any and all questions regarding these Terms and Conditions must be addressed to the GUC Purchasing 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 GUC's Procurement Manager.**

19.0 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.

20.0 TERMINATION OF AGREEMENT

GUC or Provider may terminate this Agreement for just cause at any time. Provider will be paid for all labor and expenses incurred as of the termination date. 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 failure to comply with the services in this agreement, (2) Provider's failure to perform in accordance with this Agreement, (3) Provider's disregard of laws and regulations related to this Agreement, (4) Provider's violation of the provisions of the Agreement, (5) Provider's failure to perform in accordance with all project requirements, or (6) Provider's failure to work in accordance with GUC's policies and/or procedures.

21.0 DELIVERY

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.

22.0 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 Third Party claims, actions, costs, expenses, including reasonable attorney fees, judgments, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to third party tangible property arising out of the negligent 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 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 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.

23.0 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.

24.0 STANDARD OF CARE

The Provider hereby agrees to abide by the standard of care generally accepted in the engineering profession in the performance of services under this contract.

25.0 INTEGRATED CONTRACT

These Terms and Conditions represent the entire contract between the Parties. No verbal or other written agreement(s) shall be held to vary the provisions of this Agreement.

26.0 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.

27.0 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.

28.0 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.

29.0 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.

30.0 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).

31.0 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.

32.0 NOTICES

Notices to the Parties should be sent to the addresses specified on the first page of these Terms and Conditions.

Cleve Haddock, Lifetime CLGPO
Procurement Manager
Greenville Utilities Commission
401 South Greene Street
Greenville, N.C. 27834

Vendor Specified on Page 1 of Section III when awarded.

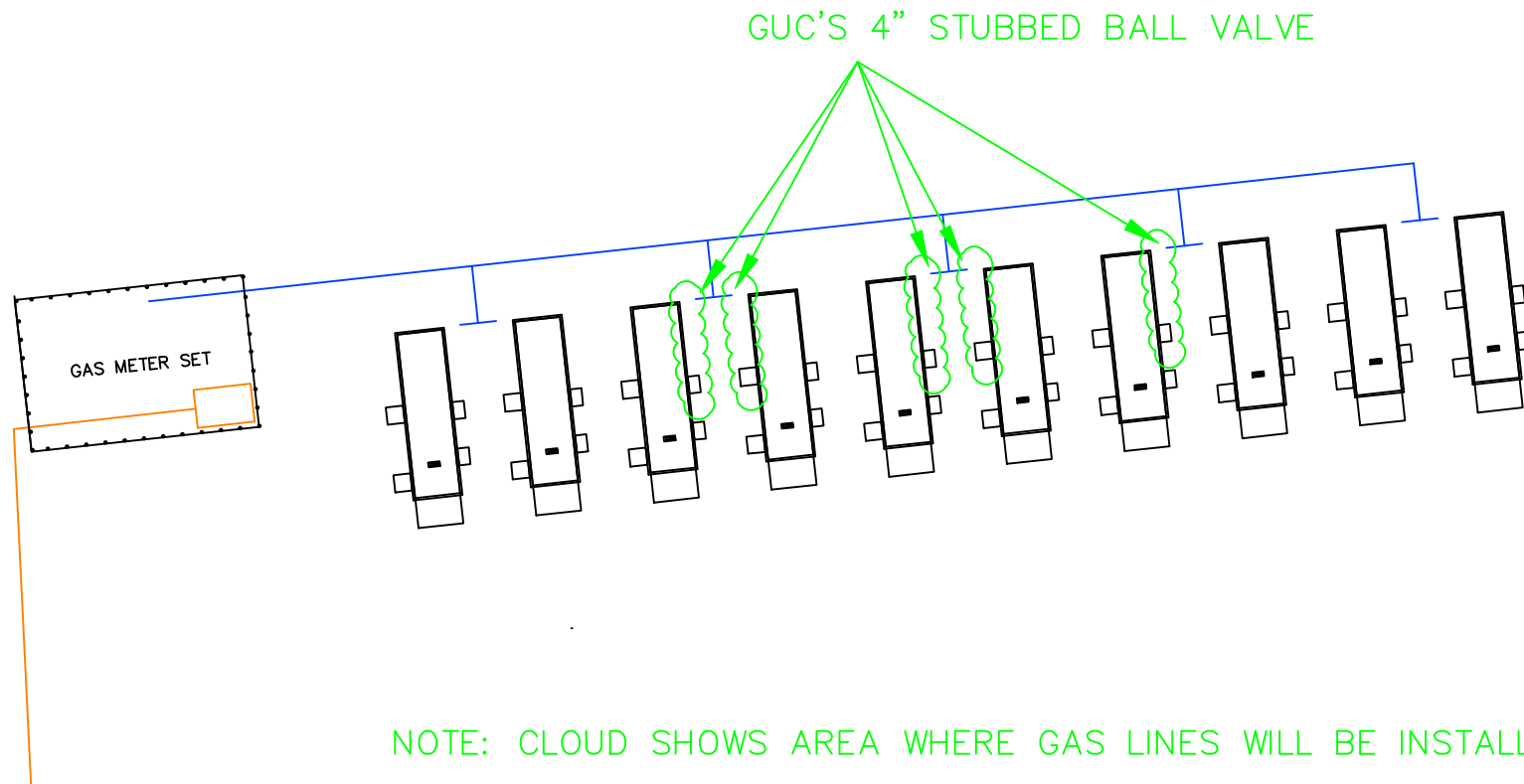
Appendix List

Appendix A: Site Plan

Appendix B: Typical Gas Piping

Appendix C: Support Foundation Detail


Appendix A: Site Plan



NOTE: CLOUD SHOWS AREA WHERE GAS LINES WILL BE INSTALLED.

NO.	REVISIONS
1A	20MW GENERATOR SITE CONDUIT PLAN REVISION JRS 12/31/24
1B	FOR CONSTRUCTION EYS 8/19/25

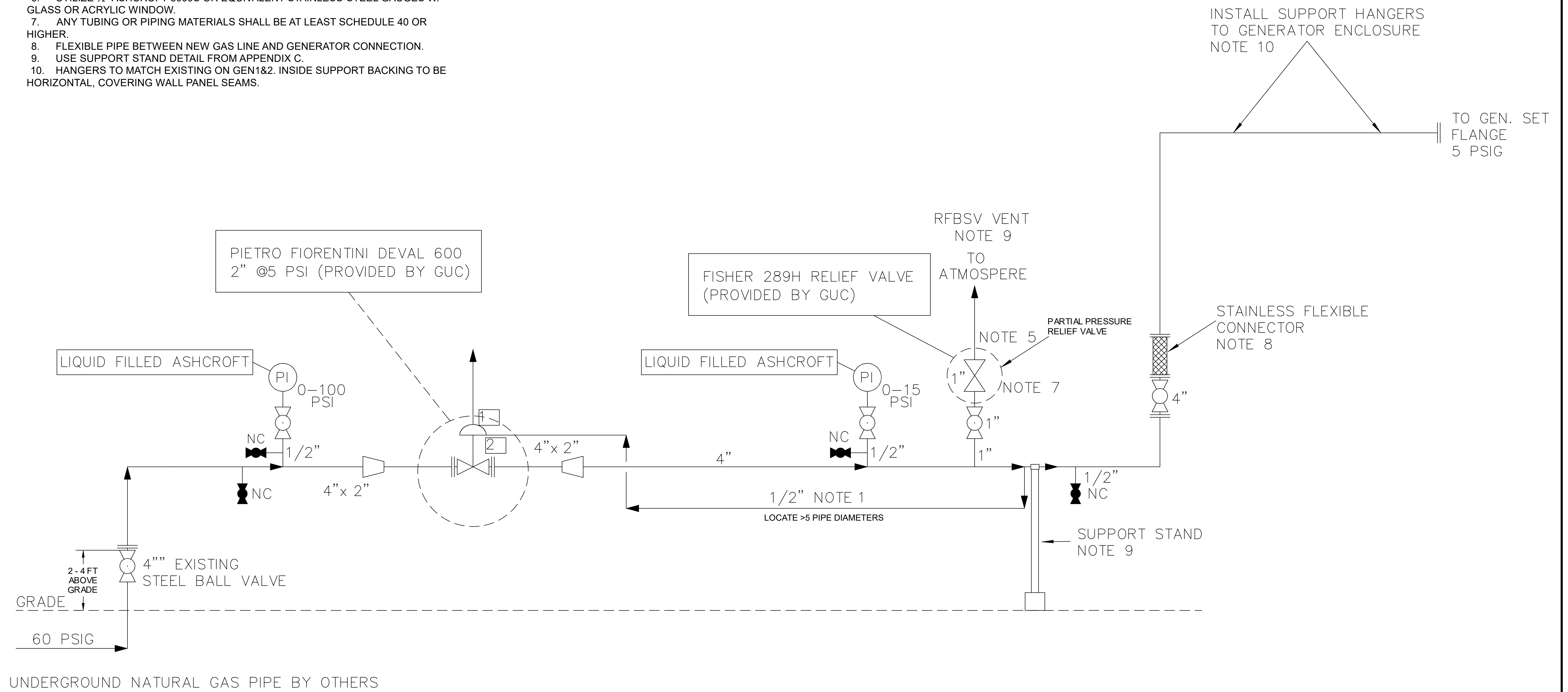
**FOR CONSTRUCTION
ADDITION**

 GREENVILLE UTILITIES Greenville, North Carolina	
230W GENERATOR SITE 20MW SITE CONDUIT PLAN NO.1	
DWG. NO. DATE APPD. SCALE: NONE	DWG. NO. DATE APPD.

Appendix B: Typical Gas Piping

NOTES:

1. EXTERNAL SENSE LINE CONNECTION TO THE REGULATOR TO BE INSTALLED PER MANUFACTURERS INSTALLATION PROCEDURES. SENSE LINES SHALL BE STAINLESS STEEL AND BENT WITH LONG RADIUS BENDS MINIMIZING FITTINGS.
2. ROUTE ANY VENT LINES TO SAFE LOCATION. ALL VENTS ARE TO BE ROUTED SEPERATELY AND PROTECTED AGAINST MOISTURE.
3. PARTIAL PRESSURE SAFETY RELIEF DEVICE WILL BE FISHER 289H. INSTALL PER MANUFACTURERS INSTALLATION PROCEDURES.
4. STANDARD SCHEDULE 40 CARBON STEEL THREAD-O-LETS CAN BE USED FOR PIPING BRANCHES. TRANSITION TO SENSE LINES UTILIZING SWAGELOCK FITTINGS AS APPROPRIATE.
5. UTILIZE 1/2" JOMAR OR EQUIVALENT LOCKABLE QUARTER TURN BRASS OR STAINLESS STEEL BALL VALVES ON ALL BRANCH CONNECTIONS FOR GAUGES AND SENSE LINES.
6. UTILIZE 1/2" ASHCROFT 8009S OR EQUIVALENT STAINLESS-STEEL GAUGES W/ GLASS OR ACRYLIC WINDOW.
7. ANY TUBING OR PIPING MATERIALS SHALL BE AT LEAST SCHEDULE 40 OR HIGHER.
8. FLEXIBLE PIPE BETWEEN NEW GAS LINE AND GENERATOR CONNECTION.
9. USE SUPPORT STAND DETAIL FROM APPENDIX C.
10. HANGERS TO MATCH EXISTING ON GEN1&2. INSIDE SUPPORT BACKING TO BE HORIZONTAL, COVERING WALL PANEL SEAMS.



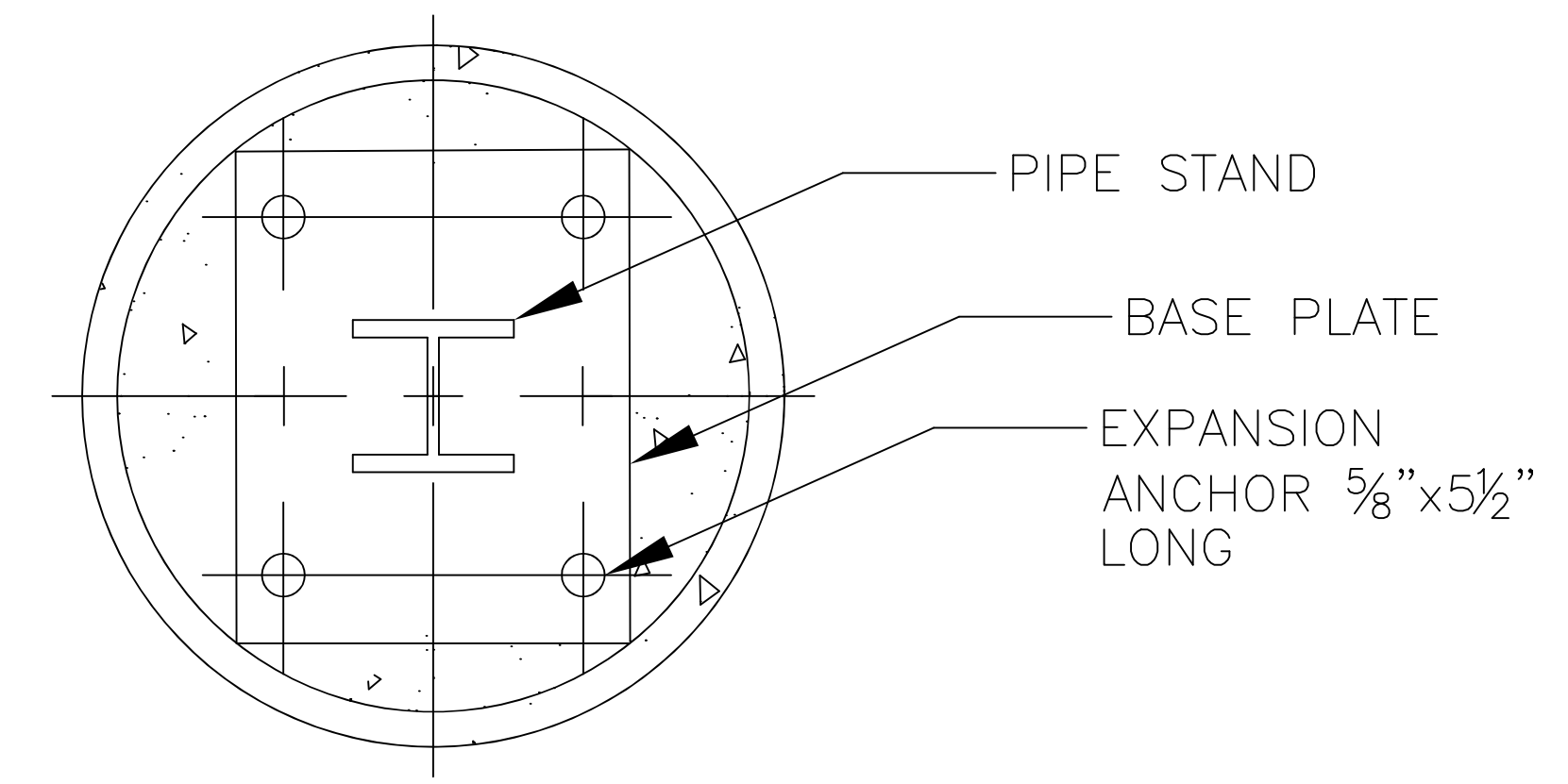
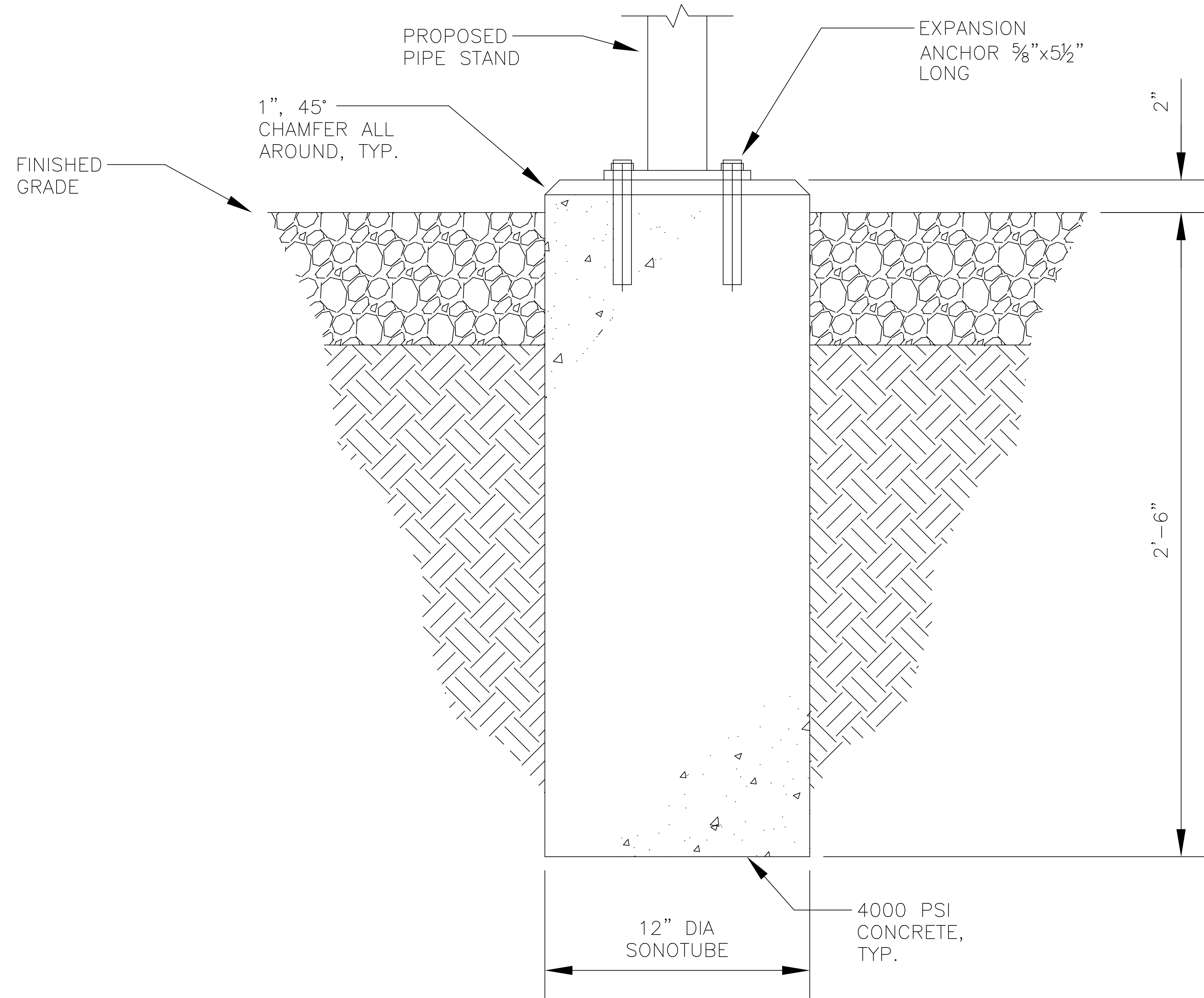
NO.	1.A
REVISIONS	GAS PIPE INSTALLATION PRELIMINARY DESIGN INITIALS DATE

**PRELIMINARY
ADDITION**

		GREENVILLE UTILITIES Greenville, North Carolina
230W GENERATOR SITE GAS PIPE INSTALLATION		
DWN.	DATE	DWG. NO.
CKD.	APPD.	
SCALE: NONE		

Appendix C: Support Foundation Detail

NOTE: SONOTUBE TO BE REMOVED
6" BELOW GRADE.



SONOTUBE PIPE STAND SUPPORT

N.T.S.

NO.	1-A
REVISIONS	GASLINE SUPPORT FOUNDATION DETAIL PRELIMINARY DESIGN AB 4/29/26

PRELIMINARY

GREENVILLE UTILITIES Greenville, North Carolina		
230W GENERATOR SITE GAS LINE SUPPORT FOUNDATION DETAIL		
DWN.	DATE	DWG. NO.
CKD.	APPD.	
SCALE: NTS		