

ADVERTISEMENT FOR BIDS

Sealed proposals will be received in the Office of the Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on July 22, 2015 and immediately thereafter publicly opened and read for the furnishing of Sanitary Sewer Outfall and Water Distribution/Transmission Line Right-of-Way Clearing. Instructions for submitting bids and complete specifications will be available in the Office of the Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina during regular office hours, which are 8:30AM – 5:00PM Monday through Friday.

Greenville Utilities Commission reserves the right to reject any or all bids.

SECTION I
GENERAL INSTRUCTIONS FOR INFORMAL QUOTES
GREENVILLE UTILITIES COMMISSION
REQUEST FOR QUOTATION
JULY 22, 2015

1.0 NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received in the Office of the Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 2:00 PM (EDST) on July 22, 2015. **Bids submitted in a fax or e-mail in response to this Invitation for Bids will not be acceptable. Late Bids will not be considered.**

2.0 STANDARD FORMS REQUIRED

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

3.0 PREPARATION OF BID

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

4.0 TIME FOR OPENING BIDS

Bids will be opened promptly and read at the hour and on the date set forth in the advertisement in the Office of the Buyer II, Greenville Utilities Main Office, 401 S. Greene Street, Greenville, North Carolina. Bidders or their authorized agents are invited to be present.

5.0 DEPOSIT

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

6.0 NC SALES TAX

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

7.0 FEDERAL EXCISE TAX

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

8.0 EXCEPTIONS TO BE CLEARLY STATED

If bid is not in strict accordance with Section II, "Specifications," bidder must list or note all exceptions **on the Request for Proposal Form**, otherwise, it is fully understood that the successful bidder will furnish equipment and/or materials exactly as specified. GUC reserves the right to accept or reject bids with noted minor deviations from specifications and to determine the lowest responsible, responsive bid from the standpoint of quality, performance, and price.

9.0 EVALUATION AND AWARD OF BIDS

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

10.0 CONTRACT PERIOD

It is the intent of Greenville Utilities Commission (GUC) to procure contract labor forces for sanitary sewer outfall Right-of-Way (ROW) clearing. The Contractor is to supply labor, tools and equipment as specified necessary to provide forces capable of independently performing line ROW clearing along sanitary sewer outfall and water distribution/transmission lines owned by GUC.

This contract is anticipated to be in effect for approximately eight (8) weeks depending upon cost per hour of contract awarded and services provided meet GUC's professional and operating standards. This crew should be provided with a working foreman and groundsperson experienced in ROW clearing typical to sewer outfall and water distribution / transmission lines both in rural and urban environments. The estimated start date is scheduled for August 3, 2015.

It is also the intent of Greenville Utilities Commission (GUC) to enter into a multi-year contract at the time the contract is awarded by GUC to the successful bidder for a total contract period not to exceed eight (8) weeks annually during a three (3) year(s) term. **Prices shall remain fixed during the first year** with option for renewal periods at the same or negotiated prices for up to eight (8) weeks annually during the two (2) additional years if market and service conditions so warrant and prove to be in the best interest of GUC.

11.0 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.

12.0 NUMERICAL ERRORS

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

13.0 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.

14.0 MINORITY BUSINESS PARTICIPATION PROGRAM

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

15.0 QUANTITIES

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

16.0 CONTACT INFORMATION:

Questions regarding this request for quotation should be directed to Jeff Sutton, Sewer Supervisor for Water Resources at (252) 551-1548, suttonjw@guc.com, or Cleve Haddock, Buyer II, (252) 551-1533, haddocgc@guc.com.

17.0 TERMS AND CONDITIONS

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

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SECTION II
GREENVILLE UTILITIES COMMISSION
SPECIFICATIONS FOR SANITARY SEWER OUTFALL AND WATER
DISTRIBUTION/TRANSMISSION LINE RIGHT-OF-WAY CLEARING
JULY 22, 2015

1.0 GENERAL DESCRIPTION

It is the intent of Greenville Utilities Commission (GUC) to procure contract labor forces for sanitary sewer outfall ROW clearing. The Contractor is to supply labor, tools and equipment as specified necessary to provide forces capable of independently performing line right-of-way (ROW) clearing along sanitary sewer outfall and water distribution/transmission lines owned by GUC.

2.0 SAFETY

Job site activities shall at all times be conducted in accordance with all applicable federal, state and local requirements, to include but not limited to, the North Carolina Occupational Safety and Health Standards.

3.0 WORK WEEK

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

4.0 DAMAGE TO FACILITIES

The Contractor shall be responsible for damages to any Utility or customer-owned facilities caused by its forces.

5.0 SUPERVISION

The Contractor shall remain in close communication with the GUC representative at all times. No work shall commence that has not been directed by the GUC representative.

6.0 SCOPE OF WORK

All ROW cutting shall conform to good forestry standards with respect to clearing procedures. In general, the following guidelines shall be used: All right-of-ways will be cleared 20' wide--10' left & right of center of the sewer line or water main unless specified otherwise.

7.0 CONTINGENCY

Any situation that occurs such that the Contractor cannot satisfactorily perform the job should be brought to the attention of the GUC representative immediately. The Contractor will be required to respond to customer complaints within 24 hours. If the GUC representative deems a complaint valid, the Contractor will be expected to resolve the claim immediately.

8.0 CONTRACTOR EMPLOYEES

While working or performing ROW clearing activities on GUC systems, all employees of the Contractor will be required to wear uniforms and proper identification identifying them as employees of the Contractor. Employees will maintain a professional attitude toward the work being performed and toward any and all customer contact incurred while working on GUC systems.

9.0 LABOR

9.1 Working Foreman -- A working foreman shall be able to operate a 4WD tractor, trim trees and accomplish related work to acceptable standards; recognize and remove hazardous trees and limbs in the vicinity of sewer manholes; prepare time sheets and other related reports; talk to property owners and obtain permission to trim or remove trees; and perform all of the duties of a foreman and/or a groundsperson.

9.2 Groundsperson -- A groundsperson is expected to be able to correctly operate and maintain a power saw, drive and assist in the operation and maintenance of a truck, and use and care for brush axes and other hand tools. A practical knowledge of CPR, first aid, rope handling, knot tying, and tree felling techniques is required. A groundsperson is also responsible for pre-departure equipage inspections and job-site parking and set-up procedures.

10.0 EQUIPMENT

10.1 Right-of-way Truck -- A truck capable of transporting necessary personnel into and out of limited access right-of-ways. Each truck/crew is to be equipped with two gas powered chain saws, two gas powered industrial string/blade trimmers, ropes and gear necessary for line clearing and safety equipment.

10.2 4WD Tractor -- A tractor capable of traversing all types of terrain--both wet and dry conditions. Tractor shall be equipped with a rotary-type bush hog of sufficient width to accomplish the 20' ROW clearing with a minimum amount of passes including the ability to work around sanitary sewer manholes and remain within the 20' ROW width. Contractor will also be responsible for freeing equipment when and if it were to become stuck.

11.0 CREW STRUCTURE

- 1 Working Foreman
- 1 Groundsperson
- 1 Standard ROW Truck
- 1 4WD Tractor with Bush-hog

12.0 SCOPE OF CONTRACT

This contract is anticipated to be in effect for approximately eight (8) weeks depending upon cost per hour of contract awarded and services provided meet GUC's professional standards. This crew should be provided with a working foreman and groundsperson experienced in ROW clearing typical to sewer outfall and water distribution/ transmission lines both in rural and urban environments.

13.0 METHOD OF AWARD

All work described will be awarded to one contractor based on the lowest responsible, responsive bid.

SUBMIT QUOTES ON ATTACHED REQUEST FOR QUOTATION FORM(S)

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**Greenville
Utilities**

Vendor Name: _____

THIS IS NOT AN ORDER

THIS IS NOT AN ORDER

In the space below, please provide us with a price quote for a contract crew to perform sanitary sewer outfall & water distribution/transmission line right-of-way (ROW) clearing per the attached specifications. If your firm is unable to furnish in accordance with our specifications and you wish to offer a substitute for our specifications, please give full details.

QUOTATIONS SHOULD BE RECEIVED BY 2:00 PM (EDST) ON JULY 22, 2015. Quotations can be mailed to Cleve Haddock, Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, NC 27834. Only one copy required unless otherwise requested. Greenville Utilities Commission (GUC) reserves the right to reject any and all quotes that are not in GUC's best interests.

DESCRIPTION	RATE/ HOUR	OVERHEAD RATE	OTHER CHARGES*	TOTAL COST PER HOUR
Contract crew to perform Sanitary Sewer Outfall and Water Distribution/Transmission Line ROW Clearing, per the attached specifications and consisting of:				
Working Foreman	\$ _____	\$ _____	\$ _____	\$ _____
Groundsperson	\$ _____	\$ _____	\$ _____	\$ _____
Standard ROW Truck	\$ _____	\$ _____	\$ _____	\$ _____
4 WD Tractor with Bushhog	\$ _____	\$ _____	\$ _____	\$ _____
GRAND TOTAL PER HOUR				\$ _____
TOTAL COST				\$ _____

* Describe Other Charges: _____

Complete All Math(s): It is the responsibility of the Bidder to extend unit 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).

We quote you as per instructions above. If invoice is paid within _____ days from date of receipt of invoice, a discount of _____% will be allowed.

Firm Name _____ Phone (____)_____

Address _____

City _____ State _____ Zip _____

Fax (____) _____ E-Mail _____

Authorized Official _____ Title _____
Typed Name

Signature Date _____

**A copy of your proposal should be received no later than
July 22, 2015 at 2:00 PM (EDST).**

NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

(RETURN ONLY THIS FORM 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 employee 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)

Please make a note of Greenville Utilities Commission's Holiday Schedule below:

MEMORANDUM


TO: All Employees
DATE: July 1, 2014
SUBJECT: 2015 HOLIDAY SCHEDULE

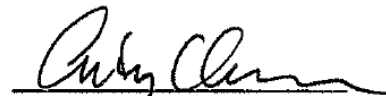
The following holidays will be observed by the City of Greenville and Greenville Utilities Commission during 2015:

New Year's	Thursday, January 1, 2015 Friday, January 2, 2015
Martin Luther King, Jr. Day	Monday, January 19, 2015
Good Friday	Friday, April 3, 2015
Memorial Day	Monday, May 25, 2015
Independence Day	Friday, July 3, 2015
Labor Day	Monday, September 7, 2015
Veterans Day	Wednesday, November 11, 2015
Thanksgiving	Thursday, November 26, 2015 Friday, November 27, 2015
Christmas	Thursday, December 24, 2015 Friday, December 25, 2015
New Year's (2016)	Friday, January 1, 2016

For 2015, the "floating holiday" has been designated as Friday, January 2.

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


Barbara Lipscomb
City Manager


Anthony C. Lannon
GUC General Manager/CEO

SECTION III
TERMS AND CONDITIONS FOR THE PURCHASE OF
APPARATUS, SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES
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, NC 27835-1847.

3.0 PAYMENT TERMS

Payments for apparatus, supplies, materials, or equipment 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 bid 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 Buyer II.

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 Buyer II 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.

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

Waiver approved:

_____ Buyer II

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 Buyer II, 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 to 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 Buyer II. 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 Buyer II.**

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 Exhibit A, "Scope of Services," (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

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

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

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

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 WARRANTY(IES)

The Provider hereby includes all warranties, whether expressed or implied.

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 NOTICES

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

Cleve Haddock
Finance / Purchasing Departments, Buyer II
Greenville Utilities Commission
P.O. Box 1847
Greenville, NC 27835-1847

Vendor Specified on Page 1 of Section III