



# **REQUEST FOR PROPOSALS**

***HRIS SYSTEM & IMPLEMENTATION SERVICES***

for

***GREENVILLE UTILITIES COMMISSION***

**PO Box 1847**

**Greenville, North Carolina 27835-1847**

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**ISSUE DATE: 2/28/2024**  
**QUESTIONS RECEIVED BY 4:00 PM (EDST) ON 3/26/2024**  
**QUESTION RESPONSE BY: 4/12/2024**  
**PROPOSAL PACKAGES SHALL BE RECEIVED BY 3:00 PM (EDST) ON 4/26/2024**

## REQUEST FOR PROPOSALS

### RFP 24-10 HRIS SYSTEM and IMPLEMENTATION SERVICES

The Greenville Utilities Commission (“GUC”), Greenville, NC, through the Purchasing Department, is hereby soliciting competitive proposals for the above-mentioned project. The successful Respondent will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

### Proposal Information

<b>Proposal Title</b>	HRIS System & Implementation Services
<b>Proposal Type</b>	Software and Professional Services
<b>Proposal Issued</b>	February 28, 2024
<b>RFP Number</b>	24-10
<b>Department Requesting Services</b>	Human Resources & Information Technology
<b>Proposal Due Date</b>	April 26, 2024
<b>Interview Date(s)</b>	May 20, 2024 – June 7, 2024

### Instructions for Submitting Proposals

<b>Submittal Method</b>	Greenville Utilities Commission Purchasing Department Attn: Cleve Haddock Cleve Haddock, Lifetime CLGPO Procurement Manager <a href="mailto:haddocgc@guc.com">haddocgc@guc.com</a> (252) 551-1533
<b>Submittal Copies</b>	One (1) electronic copy Proposal must be clearly marked with the following information: <ul style="list-style-type: none"> <li>• Proposal Number</li> <li>• Name of Your Company</li> <li>• Address</li> <li>• Phone Number</li> </ul>
<b>Late Submittals</b>	Proposals received after the time and date stated above will not be considered.

## How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Location	Address
<b>Website</b>	<a href="https://www.guc.com/about-us/doing-business-us/current-bids">https://www.guc.com/about-us/doing-business-us/current-bids</a>

## Questions about the Proposal

Questions and/or Requests for Information (RFI) must be submitted in writing and can be submitted by email as follows:

<b>Primary Contact</b>	Cleve Haddock, Lifetime CLGPO, Procurement Manager (252)551-1533 <a href="mailto:haddocgc@guc.com">haddocgc@guc.com</a>
<b>Questions Received By</b>	<b>March 26, 2024, until 4:00 PM EDST</b> Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. Answers will be communicated by the response date.
<b>Question Response Date</b>	<b>April 12, 2024</b> All pertinent questions will be responded to via a posting on GUC's website.

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## Attachments

	Title	Must Be Returned with Proposal
1	RFP Acknowledgement and Signature Form	Yes
2	Proposal Worksheet	Yes
3	Insurance Acknowledgement Statement	Yes
4	Terms and Conditions	Yes
5	E-Verify Form	Yes

## Project Overview

Greenville Utilities Commission ("GUC") is requesting sealed proposals from qualified companies to provide an HRIS (Human Resources Information System) solution for GUC. The scope of functionality for the proposed HRIS solution is to include: Benefits, Payroll, Organizational Structure, Position Management, Records Management, Learning and Development, Onboarding and Offboarding, Performance Management, Talent Acquisition, Leave Management, Scheduling, Time and Attendance, Compensation Management, Succession Planning, and Workforce Planning.

The vendor should expect to be engaged on a mix of Firm Fixed Price services with a Time and Materials supplement, to include the HRIS software and maintenance and implementation services. Specific to implementation, GUC expects to receive a not to exceed price under the direction of GUC's Information Technology staff.

## Respondent Minimum Requirements

GUC has identified solution qualifications that it expects the Respondent to have and demonstrate. GUC will use responses to the statements below to select a partner:

- Respondent has demonstrated experience implementing the offered HRIS with customers of similar size and scope as GUC over a period of no less than 5-years. Administrative and technical staff shall be of sufficient size and knowledge base to support GUC in its initiatives.
- The Respondent shall demonstrate experience integrating the proposed HRIS with Enterprise Resources Planning (ERP) systems, with a preference given to Oracle EBS. Experience leading an organization into a best practice approach, modifying business processes where necessary, and managing the change process.
- Prior experience handling releases, security, product enhancement and implementing those changes.
- Experience with defining a governance strategy along with associated roles and responsibilities.
- Can dedicate competent and experienced staff to support GUC for the duration of their planned role.
- The Respondent maintains an office in the United States.
- The Respondent must not be involved in any litigation that may potentially impact the Respondent's ability to implement and deliver the proposed solution and provide any required personnel or support. The Respondent must disclose all existing and pending litigation in the RFP response.

Your proposal for the HRIS system and the implementation service should include a mix of fixed price service options as well as a time and materials option to meet our needs.

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

## About Greenville Utilities

Since 1905, Greenville Utilities has been an integral part of Greenville and Pitt County, growing and progressing along with our expanding service area. GUC provides electric, water, sewer, and natural gas services to the City of Greenville and 75% of Pitt County. We serve a combined total of nearly 165,000

customer connections. Greenville Utilities is owned by the citizens of Greenville but operates under a separate charter issued by the N.C. General Assembly.

We are governed by an eight-member Board of Commissioners. The Board is responsible for approving rates, development plans, and the annual budget as well as setting operating and extension policies. Our fiscal year for budget runs July 1<sup>st</sup> through June 30<sup>th</sup>. Policies are implemented by the General Manager/CEO. The City Manager serves as a full voting member; five other Board members are nominated by the City Council, and two are nominated by the County Commissioners. All Board members are approved by the City Council. Our highly experienced Management Team is dedicated to working together to operate GUC in the best interest of our customers.

### **Mission Statement**

Greenville Utilities is dedicated to enhancing the quality of life for those we serve by safely providing reliable utility solutions at the lowest reasonable cost, with exceptional customer service in an environmentally responsible manner.

## **Background**

GUC currently employs Oracle Taleo-Recruit, Oracle Taleo-Learn, and EBS to fulfill its HRIS needs. These systems are supported through a mix of internal resources from HR, Finance, and IT departments, along with contract resources. GUC wishes to purchase and implement a comprehensive HRIS system that fully meets its current and future needs. **Migration of historical data and integration with the existing Oracle EBS system is required.**

## **Proposal Scope & Requirements**

GUC is seeking to contract with qualified vendors capable of providing information technology professional services for all the products mentioned in this RFP. We expect that the proposed HRIS system include the following modules:

- Core HR Components:
  - Benefits Administration
  - HR Records
  - Organizational Structure
  - Payroll Administration
  - Position Management
- Strategic HR Components:
  - Compensation Management
  - Succession Planning
  - Workforce Planning
- Talent Management Components:
  - Learning and Development
  - Onboarding & Offboarding
  - Performance Management
  - Talent Acquisition
- Workforce Management Components:
  - Leave Management
  - Scheduling
  - Time & Attendance

The Respondent is to submit a proposal for the HRIS System as the **primary party**. All partners should be identified with their responsibilities. Respondents should carefully examine the full content of this RFP package for a complete understanding of the scope, strategies, and detailed requirements for this program.

## Technical Requirements

All projects will be executed with the Human Resources and Information Technology departments of GUC. GUC Human Resources and Information Technology departments will coordinate, review, and approve activities to ensure consistency and alignment GUC strategic goals.

When responding to this RFP, applications that constitute the Respondent's proposed solution must explicitly state what third-party licenses might be required. Respondent will provide verification of their ability to meet each of the following requirements listed below in the Submission Requirements section.

## Submission Requirements

Please respond to the following submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirements of the RFP. GUC will use your responses to objectively determine your capabilities and experience.

### Submittal Format

Responses may not be longer than 40 pages in PDF or Word format with minimum 10-point font. The following items do not count to the 40-page limit: resource resumes, sample project plan, RFP Acknowledgment Form, Proposal Worksheet, Insurance Acknowledgement Statement and E-Verify Form. Each section shall be labeled according to the sections below. Additional supplemental information can be provided as an added file or added section to your submittal. Vendors are asked not to submit advertising material in substitution for their responses.

### Company Information

Provide the name of your company (any partners must also complete) (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers, and names and titles of key management personnel, a brief history of your company, whether your company is profitable (and for how long) and a general overview of your company's professional services capabilities (more detail will be requested below). Provide a brief statement of who is authorized to submit the proposal on behalf of your company. Please make sure that person signs and dates the statement.

### Knowledge and Experience

Provide relevant information about your company's knowledge and experience. In addition, describe any partnerships and alliances (e.g., sub-contractors for specific tasks) you may use to provide service to GUC. Discuss the specific benefits we can expect because of these professional relationships. Describe how long these partnerships have been in place.

### Consultant Project Team

- Provide an overview of your proposed support team.



- List the project team members: names, roles, responsibilities, expertise, and relevant experience. Who will be onshore/offshore? What percentage onshore/offshore?
- Provide the resumes of your team members.
- Provide an escalation process for issues to the project team.

### Competitive Advantages

- What services and products set your company apart from the competition?

### Experience and Client References

- How many years has your company been providing and implementing HRIS Systems?
- In the last 3 years, how many companies of a similar size (and/or industry) as GUC have you sold and implemented an integrated HRIS solution?
- What experience have you had integrating your proposed HRIS system with ERP's including Oracle EBS? List customers and dates specific to ERP's.
- Provide names, addresses, and contact information for at least three (3) recent clients (within the past 3 years) for whom you've done projects of similar size and scope of this RFP. Please make sure all contact information is current. By providing such information, you authorize us to contact such clients.
- Does your company have proven templates for business process improvements?
- Describe your company's process improvement experience/capabilities/methodologies.

### Approach/Methodology

Describe your firm's standard approach/methodology for managing client relationships. Provide a summary of the steps or framework for service delivery your firm usually follows for an implementation described within this RFP.

### Change Order Management

Provide proposed change order management process. If change requests come up that were not part of the original scope of the sales and implementation contract, describe the process to consider, scope, price, gain approval, and implement the proposed change.

### Proposed Costs

Provide your cost for the proposal on the Proposal Worksheet and attach any proposed fee schedule. On the Proposal Worksheet for any recurring fees such as subscription fees, please make sure to specify the frequency and timing of the billing process.

For fees other than subscription fees, your proposal should include fixed cost services as well as time and materials approach with a **not to exceed price**. Both options should contain a clearly identified contingency amount. It is important that you provide your fee schedule such that GUC can evaluate your proposal.

Core HR Payroll, Workforce Leave Management, Workforce Scheduling, and Workforce Time & Attendance are to be priced separately from all other components, as they may become optional to the overall system.

### Required Forms and Adherence to GUC Policy and Other Requirements

The Respondent must fill out all the forms included in this RFP and return them with your proposal. Failure of the Respondent to provide any of the required forms may result in your proposal being rejected

for non-responsiveness. These required forms will not count against the maximum page count (indicated above) for your response.

## **Evaluation Criteria**

Prior to contract award, GUC must be assured that the Respondent selected has all the resources required to successfully perform under the contract. Vendor selection shall be based on evaluation and rating of Vendor's demonstrated competence and qualifications/performance for the type of services to be offered. This includes, but is not limited to, quality, extent and relevance of vendor's staff and experience in conducting service(s), quality of references from past customers of vendor, quality of approach and methodology that demonstrates an understanding of the requirements, vendor's response time for service(s), overall cost, equipment/materials, and financial resources enough to provide services called for under this contract. If during the evaluation process, GUC is unable to assure itself of the Respondent's ability to perform under the contract, if awarded, GUC has the option of requesting from the Respondent any information that GUC deems necessary to determine the Respondent's capabilities. If such information is required, the Respondent will be notified and will be permitted five (5) working days to submit the requested information.

In awarding the contract, GUC will evaluate several factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section.

## **Selection Procedure**

All proposals received by the deadline which meet the RFP's requirements will be presented to the evaluation committee comprised of GUC staff. The evaluation committee will evaluate the proposals and score all submissions according to the evaluation criteria above. The selection process may include interviews (at the discretion of the evaluation committee) for the top-scoring submissions. If interviews are to take place, GUC will notify the top scoring Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

## **Additional Provisions**

The terms "Company", "Consultant", "Contractor", "Proposer", "Provider", "Respondent", "Seller", "Supplier", and "Vendor" whenever appearing in this RFP or any attachments, are used interchangeably to refer to the company or firm submitting a proposal in response to this RFP.

## **GUC's Legal Name and Jurisdiction**

Greenville Utilities Commission (GUC) is legally known as the Greenville Utilities Commission of the City of Greenville, North Carolina. Acting by and through its Board of Commissioners, GUC is an independent business in the city of Greenville, North Carolina. GUC has exclusive control and management of all GUC facilities and properties. GUC issues Purchase Orders under the name Greenville Utilities Commission.

## **Ownership of Proposal**

All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of GUC, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent does not make specific reference to data that is considered proprietary, submission of an RFP constitutes the Respondent's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive royalty-free license to GUC for copyright, patent, or other intellectual property right (collectively referred to as "intellectual property"), and (b) agreement that GUC may use any such intellectual property without charge for any lawful purpose in connection with other GUC development projects, including without limitation the creation of derivative works and issuance of sublicenses.

## **Reimbursable Expenses**

All expenses incidental to performing Consultant's Basic Services including, but not limited to, reproduction of documents and other materials associated with Respondent's deliverables and presentation materials; transportation and subsistence; telephone, computer, facsimile, or other similar costs; and the like, shall be included within the Contract Price.

## **GUC's Right to Modify**

Respondents are advised that GUC has not incurred any obligations or duties in soliciting this Request for Proposals. GUC, at its sole discretion, reserves the right to reject any or all proposals submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP; to request new RFPs or pursue any other means for obtaining the desired services; to waive any informalities or minor irregularities in the RFP, and other inconsequential deviations from the RFP's requirements.

## **Cost of Preparing a Response**

All costs for developing a response to this RFP and attending any proposal meetings or selection meetings are entirely the responsibility of the Respondent and shall not be chargeable to GUC.

## **Respondent's Relationship**

The Respondent's relationship to GUC shall be that of independent contractor and not deemed to be agent of GUC.

## **False Statements**

False statements in a proposal will disqualify the proposal.

## **Taxes**

The Respondent will be responsible for all Federal, State, and Local taxes.

## **Grade of Service**

The Respondent must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

## **The Respondent's Liability**

The Respondent shall be responsible for any and all damages to GUC's premises, including damages resulting from the negligent acts or willful misconduct of the Respondent's agents or employees.

## **Amendments**

GUC may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The Respondents are required to acknowledge receipt of any amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. GUC shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or requests for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

## **Withdrawal or Modification of Offers**

The Respondent may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

## **Acceptance**

Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by GUC based on initial submission with or without discussions or negotiations.

## **Representations**

No representations or guarantees of any kind, either made orally, or expressed or implied, are made regarding the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Respondent must rely solely on its own independent assessment as the basis for the submission of any offer made.

## **Award Consideration**

GUC shall not be bound to accept the lowest-quote fee and will award the contract (if any) to the company/firm selected through the competitive process (and any subsequent interviews) outlined in this RFP.

## **Contract Termination**

GUC may terminate the agreement (and or contract) with the Respondent on thirty days-notice for the failure of the Respondent to comply with any term(s) of the agreement/contract between GUC and the Respondent.

## **Security**

If selected, Vendor must complete the GUC provided security assessment. Access to GUC systems will be provided when the Contractor is selected, has passed the security assessment, and is on-boarded.

## RFP Acknowledgement and Signature Form

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### RFP No.: 24-10, HRIS System & Implementation Services

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, proposes to enter into a contract with Greenville Utilities Commission in Greenville North Carolina to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

#### Addendum Acknowledgement:

The following addendum (addenda) is (are) acknowledged in this RFP: \_\_\_\_\_

#### Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand, and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.

#### Respondent's Name and Title:

Company Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Number: \_\_\_\_\_

Contractor License # (if applicable): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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#### Decline RFP:

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our Supplier list.

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## Proposal Worksheet

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### RFP No.: 24-10, HRIS System & Implementation Services

All suppliers must fill out the following tables (as shown below). All costs must be listed. Cost areas correspond to Scope of Services and Project Objectives.

Group 1= Required (Core HR – Benefits, Org Structure, Position Management Records; Talent – Learn & Development, Onboarding & Offboarding, Performance Management, Acquisition; Strategic HR Compensation Management, Succession Plan, Workforce Plan)

Group 2= Optional (Core HR-Payroll, Workforce - Leave Management, Workforce – Scheduling, Workforce – Time & Attendance)

All = price for purchasing all

#### Cost Summary

Task	Project Objectives	Year 1	Year 2	Year 3	Frequency and timing of billing process during and post implementation
1.	<b>License fee</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	
2.	<b>Annual maintenance</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	
3.	<b>Implementation costs</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	
4.	<b>Training costs</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	
5.	<b>Customization costs</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	
6.	<b>Interface/feed development costs</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	

7.	<b>Monthly hosting fees</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	
8.	<b>Monthly processing fees</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	
9.	<b>Monthly service fees</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	
10.	<b>Other monthly fees</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	
11.	<b>Other one-time fees</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	
12.	<b>All third-party costs</b>	G1: G2: All:	G1: G2: All:	G1: G2: All:	

**If the fee is proposed under a different methodology (e.g., a fixed price for all services) please provide a basis for the proposed fee. For example, Implementation Costs could be a fixed cost, or it could be time and materials with a Not to Exceed cost.**

For **any fee listed above that is not a subscription-based fee**, please provide details in a table similar to the one below delineating the cost breakdown by consultants, time/number of days and expenses. Include the major tasks, each consultant (with their role), the number of days (or time) needed, cost for each, and any expenses related to the Task.





## Terms and Conditions

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GUC reserves the right to reject all proposals or accept such proposals, as appears in its own best interest, and to waive technicalities or irregularities of any kind in the proposal. GUC is not obligated to accept the lowest cost proposal.

### **Conflict of Interest**

In general, conflicts of interest relate to the potential for self-gain usually, but not always, of a fiscal nature. Potential for self-gain can serve to undermine the judgment or objectivity of vendors providing consultation services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a vendor's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed. Not all conflicting interests are necessarily impermissible. Timely and complete disclosure of potential conflicts of interest may be a satisfactory remedy and protects the Consultant from suspicion and accusations of breach of professional integrity. Vendors are asked to disclose any situation or relationship that might be regarded as potential conflict of interest with, but not limited to, their expected duties and recommendations as defined in this RFP.

### **Vendor Incurred Costs**

All costs that may be incurred to prepare proposals, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and for the entire contract negotiations process if applicable, shall be the sole responsibility of each Vendor. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by Vendors during the proposal preparation, subsequent selection, or negotiation stages.

### **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.

### **Proposal Withdrawal**

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

### **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.

### **Mediation/Binding Arbitration**

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding 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.

### **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 ventures, 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, shall be provided by Provider.

### **Governing Laws**

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

### **Administrative Code**

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

### **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).

**Public Health Emergency**

Notwithstanding anything else in this Contract, while federal, state, or local state(s) of emergency are in effect, or when a public health emergency has been declared, Contractor shall comply with all guidance and recommendations of the Centers for Disease Control, the State of North Carolina, Pitt County, unless mutually agreed to by GUC and Contractor.

**Notices**

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

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

## E-Verify Letter of Compliance

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1. I have submitted a proposal for contract or desire to enter into a contract with the Greenville Utilities Commission.
  
2. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
  - a.  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
  - b.  I employ less than twenty-five (25) employees in the State of North Carolina.
  
3. As part of my duties and responsibilities pursuant to said proposal and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this proposal and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
  - a.  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
  - b.  Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: \_\_\_\_\_

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

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

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

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

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

It is certified that this Proposal is made in good faith and without collusion or connection with any other person submitting a proposal on these services. It is also certified that this proposal is made in good faith and without collusion or connection with any GUC employee(s).

Certified check or cash for \$ **N/A** or bid bond for \$ **N/A** attached.

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

Address \_\_\_\_\_

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

Fax (\_\_\_\_) \_\_\_\_\_ E-Mail \_\_\_\_\_

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

Typed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Your Proposal should be received no later than April 26, 2024, 3:00PM (EDST)**

## Appendix A

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Please utilize Appendix A to respond to the Q & A relative to the requirements of the system desired by GUC.