



Request for Proposals

**For Professional Printing, Mailing and Processing Services
Relating To Utility Customer Billing**

For

GREENVILLE UTILITIES COMMISSION

**P.O. Box 1847
Greenville, North Carolina 27835**

**Note: All questions regarding this RFP
should be directed to:**

**Cleve Haddock, Purchasing Department
(252) 551-1533
haddocgc@guc.com**

Issue Date: November 10, 2014

Response Due Date, January 7, 2015 by 11:00 am (EDST)

Request For Proposal

Request for Proposal:	Utility Bill Design, Print, Mail, and Archive Services
Proposal Due Date:	January 7, 2015
Material or Service	Greenville Utilities Commission (GUC) is requesting proposals for the design, implementation, and delivery of Utility Bill and Notice Printing, Inserting and Mailing, Address Verification, Electronic Bill Presentment, and related Professional Services.

For any questions relating to this Request for Proposal (RFP), contact Cleve Haddock at (252) 551-1533, or via email at haddocgc@guc.com.

Inquiries and questions relating to this RFP must be submitted via e-mailed by or before 5:00 p.m. (EDST), on Wednesday, December 10, 2014. We will respond to all inquiries and questions no later than 5:00 p.m. (EDST), on Wednesday, December 17, 2014.

Should you elect to respond to this RFP, please inform the GUC Proposal Manager of your intent via email by Wednesday, December 10, 2014. Upon receiving your response, you will be supplied with an offeror ID to use for identification during the Offerors' Conference.

A signed and sealed Proposal for the services specified above shall be received in the Office of the Purchasing Department, Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina, 27834 until 11:00 a.m. (EDST) on January 7, 2015. Proposals must be in the actual possession of the Purchasing Department, Buyer II on or prior to this date and time. **Late proposals will not be accepted.**

General Information

Established in 1905, Greenville Utilities Commission (GUC) is owned by the citizens of Greenville but operates under a separate charter issued by the N.C. General Assembly.

GUC provides electric, water, wastewater and natural gas services to the City of Greenville and surrounding area encompassing 75% of Pitt County and serves a combined total of more than 135,800 customer connections. In addition, GUC provides billing and collection services for the City of Greenville.

Our Billing section of the Customer Relations Department is responsible for preparing approximately 75,000 bills per month for print and mailing by our outsourced printing company. The meter reading and billing processes are divided into 16 cycles with approximately 5,000 bills per cycle. A bill print file is processed and sent everyday whether it is one of the main 16 cycles or a much smaller bill exception file.

In addition, our Credit section of the Customer Relations Department processes approximately 4,000 final notices each week (16,000 per month) that are batched, printed, and mailed by our outsourced printing company each Monday.

The Utilities Commission also processes and includes in the bill print file a second page of itemized Refuse and Stormwater billing information for the City of Greenville. The City of Greenville second page is included in approximately 35,000 bills per month. The City of Greenville has discretionary control over their page of the bill in regards to design and requirements for non-perforated bill stock and they also provide the messaging that appears on their page.

Current Customer Information System

GUC's existing CIS is an Orcom system known as E-CIS, currently supported by Vertex. The application and DB2 database run on an iSeries. The system was originally installed in 1999. The current bill print file is a fixed length flat file that we transmit to our current bill print provider each morning. If we opt to start using your services with our current CIS system we are planning to use our current bill format file.

Customers can receive a paper bill, electronic notification, or both for their monthly statements. Interfaces with E-CIS have been written in-house.

Electronic Bill Presentment and Payment was written by a vendor in 2004 and is secured using Entrust at www.guc.com. Registered users are allowed to request services, make payments, view the last 12 bills, view usage graphs, and update account information. The web application resides on a Windows server interfacing with the iSeries.

The bill archive data used for the bill view resides on a separate Windows server and is maintained with an in-house application. These servers reside behind a reverse proxy server and firewall.

Future Customer Information System

GUC is currently working towards converting our billing system to Oracle's Customer Care and Billing (CC&B) version 2.4 with a projected go live date of April 2016. Oracle Customer Self Service with Oracle is planned to replace our current web based customer self-service system. This allows customers to easily view the bills printed by our bill print provider online.

Purpose of Request for Proposals

Greenville Utilities Commission (NC) is seeking proposals from qualified vendors who can provide dynamic bill design, processing, print, finishing, mail, insertion, and electronic archiving of customer bills from Oracle's Customer Care & Billing (CC&B) solution and an option to provide services from our current Customer Information System (E-CIS) system. Guidelines with industry standards and best practice need to be considered when working with GUC and the bill reformat.

Good Faith Statement

All information provided by GUC in this RFP is offered in good faith. Individual item(s) are subject to change at any time. GUC makes no certification that any item(s) are without error. GUC is not responsible or liable for any use of the information or for any asserted claims.

Proposal Format

Written or an MS Excel or PDF document is the preferred format for the proposal.

Proposal Deadline

Proposals, subject to the conditions made a part hereof, will be received in the Office of the Purchasing Department, Buyer II, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until **11:00 am (EDST) on January 7, 2015.**

Preparation Of Proposal

Proposals must be in envelopes clearly marked on the outside with the name of the proposal and the proposal due date and time. Proposals shall be addressed to: GREENVILLE UTILITIES COMMISSION, 401 S. GREENE STREET, GREENVILLE, NORTH CAROLINA 27834, ATTENTION: OFFICE OF THE PURCHASING DEPARTMENT, CLEVE HADDOCK, BUYER II.

Proposal Withdrawal

A proposer 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 proposer must demonstrate that a substantial error exists and that the proposal was submitted in good faith.

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.

Governing Laws And Administrative Code

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

Affirmative Action

The proposer 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.

License and Insurance

Copies of required license and insurance certificates must be submitted with proposal.

Evaluation Criteria:

Vendor selection shall be based on evaluation and rating of Vendor's demonstrated competence and qualifications/performance for the type of services/products to be offered. The following guidelines will be used as minimum criteria for rating the Vendor:

- The quality of references from past customers of vendor.
- Quality of approach and methodology that demonstrates an understanding of the requirements.
- Quality, extent and relevance of vendor's staff / experience in conducting service(s).

- Vendor's response time for service(s).
- Overall cost

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. If a proposal is to be awarded, it will be awarded to the responsible, responsive respondent whose evaluation by GUC indicates that the award will be in GUC's best interests.

Selection Process

All proposals will be reviewed by GUC to determine if they contain the minimum essential requirements outlined in the RFP, including instructions governing submission and format and compliance with standard GUC requirements. Those proposals deemed non-responsive may be disqualified without further evaluation.

Selected vendors may be requested to present formal presentations/demonstrations on site on a date and time mutually agreeable by both parties.

It is the intent of the Commission to utilize an objectively based selection process involving a selection committee of staff, and negotiate a contract with the selected firm. If the Commission is unable to satisfactorily negotiate a contract with the selected firm, negotiations can be initiated with the second highest ranked firm.

Proposal Requirements

Three copies of the proposal must be submitted to the appropriate contact person. Proposals must contain, at a minimum, the following major elements:

Vendor Profile

Please provide a description of your company including the following information:

- Address of the primary office or printing facility
- Web site address
- List of all offices, facilities and addresses
- Number of years your company has been in business
- Number of employees
- Number of years company has been providing bill print services to utility companies, number of utility customers
- Primary services
- List the CIS systems which you have provided these services
- List the CC&B clients for which you provide bill print services
- Any strategic partnerships in the utility industry
- Number of outsource vendors used if applicable
- Description of services provided by outsource vendors if applicable
- Qualifications of the firm

- Understanding of the project
- Approach to the project
- Requirements Form (Appendix A), completed in its entirety.

These major elements will be tabbed accordingly within the proposal so as to facilitate review. Proposals are limited to 30 pages. Printing front and back is acceptable. A single page printed front and back is counted as 2 pages. The minimum font size allowable is 12. Advertising material should not be included in the proposal and cannot be considered in the review. Additional information above and beyond the bulleted items listed above may be included in the proposal as appendices.

Please review this information and then complete the table in the Appendix. Greenville Utilities will use the table to compare responses from potential vendors and to select a vendor that has the best fit with Greenville Utilities. If you answer “yes” or “no” to a question, you do not need to provide any further comments or explanations. However, if your answer is “partial,” please provide an explanation or additional comments; including what you can provide, as well as what you cannot provide.

Pricing

Greenville Utilities would like all Vendors to include their pricing for the services as defined in the Requirements section of this document. Such pricing should include a detailed breakdown of all charges for each service using the approximate monthly volume of 75,000 customer billing statements and approximately 15,000 final notices letters per month.

Provide pricing for all functions, including the following:

- Please describe or include all startup costs associated with this service. (i.e., bill design and formatting, electronic archive, etc.).
- Set-up of account – provide payment schedule
- Use of recycled paper and envelopes versus non-recycled. Consumable costs for 8 ½ by 11 inch cut sheet paper, #10 outer envelope, and #9 return envelope.
- Processing charges, including any changes based on volume
- Postage: first class pre-sort rate.
- Do you charge for inserts? Are return envelopes considered inserts? Are bill statements considered inserts?
- Any other charges – including any cost to replicate Greenville Utilities Commission’s current bill.

Payment:

- How do you plan to invoice Greenville Utilities Commission (i.e. monthly, each billing cycle, etc.)?
- Will the invoices be electronic or hard copy? If hard copy please include a sample invoice.
- Can invoicing show individual files dates and details?

References

Please provide three references. The references must be using all the services as described in Section III Requirements. If not, please define the services that you are providing to that particular client, as well as those that you do not provide.

Please include the following information:

- Name of firm
- Address
- Contact
- Phone
- E-mail
- Goods/Services Provided

Appendix Requirements

Following is an overview of the major requirements/specifications in which Greenville Utilities Commission (GUC) is interested and provides explanatory information regarding items within the Appendix.

A. Communication

This area covers the methods of data transfer from Greenville Utilities to the vendor. You should indicate all methods of data transfer supported and the recommended method for transferring data. If the data must be delivered in a manual or non-electronic manner, please describe the method, delivery, turnaround time frame, additional costs, etc.

B. Security

This item addresses the security methods employed by the vendor to assure that transfer of data and data processing is secure. This includes all encryption software, procedures, secured lines, etc.

C. Bill Format Software

Greenville Utilities Commission is looking to provide a flexible-billing format to support multiple metered and non-metered services. It is the intent of Greenville Utilities Commission to have the vendor format the billing statement from the provided layout, utilizing proven software.

D. Electronic Archive

Greenville Utilities Commission is interested in obtaining an electronic archive of the bill and other documents sent to its customers to facilitate better Customer Service. This

archive will need to be available directly after the bill extract is processed and represent a true image of the bill or other document to its Customer Service Representatives.

E. Internet Email Delivery or Notification of Bill

Greenville Utilities Commission is interested in the ability to notify the customer that a bill is available via email. The internet accessible bill must be generated in a format that represents the true image of the bill, as well as not require special software licensing on the client. This true image must represent charts and graphs, logos and graphics, fonts, etc.

F. Duplicate Bill

This area addresses the ease and method of duplicate bill delivery at GUC's or the customer's request.

G. Special Handling/Pull Bill

This section deals with the ease with which the vendor can handle special requests, particularly whether the vendor can pull a bill electronically or whether the vendor needs to rely on manual methods.

H. Printer

This area deals with the flexibility and features of your printers. As GUC starts to offer more services, it may be necessary to utilize different paper sizes and paper stocks.

I. Finishers/Insertion Equipment

This section addresses the features available on your finishing/insertion equipment.

J. Mail

GUC wants the best value as well as present a host of delivery options to its customers.

K. Paper/Envelope

GUC would like to understand your processes, procedures and pricing regarding paper inventory and envelopes. Include your inventory plan for GUC stock.

L. Processing Window

GUC needs to understand the deadlines and turnaround times between delivery of the bill print file, printing, and mailing to our customers.

M. Disaster Recovery Plan

Answering questions within this section will allow GUC to discover your processes and procedures in regards to Disaster Recovery and backup processes.

N. Reporting

Describe your balancing and quality assurance processes. How do you determine that every bill transmitted for processing is worked and data printed is accurate?

O. Other Services

Describe any other services you may offer which may benefit GUC.

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

MEMORANDUM

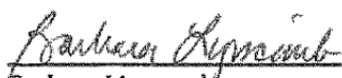
TO: All Employees
DATE: July 1, 2014
SUBJECT: 2015 HOLIDAY SCHEDULE

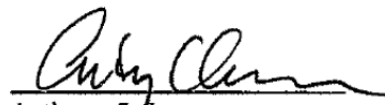
The following holidays will be observed by the City of Greenville and Greenville Utilities Commission during 2015:

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. Cannon
GUC General Manager/CEO

APPENDIX

Requirement	Yes	No	Partial	Explanation/Comments
A. Communication				
A.1. How do you receive the bill extract or letter file from us?				
A.2. What file formats can you accept?				
B. Security				
B.1. Does your system have data transfer security? If so, what type?				
B.2. Does your system have process security? If so, what type?				
C. Bill Format Software				
C.1. Do you support flexible bill formats?				
C.2. Does your system provide the ability to customize the bill print appearance?				
C.3. Can you produce flexible, dynamic bills?				
C.4. Can you produce unbundled bills?				
C.5. Can you produce summary bills?				
C.6. Can you produce bills with dynamic marketing messages?				
C.7. Can you produce bills with dynamic logos?				
C.8. Can you produce bills with dynamic graphs and charts? (<i>Future option</i>)				
C.9. Can you produce bills with bar codes? (<i>Future option</i>)				

C.10. Can you produce bills in multiple languages? (<i>Future option</i>)				
C.11. Can you produce bills with the remittance coupon on the top, bottom or either?				
C.12. Can you format flexible marketing letters, notices, and correspondence worksheets with the bill?				
C.13. Number of colors able to use?				
C.14. Can you print the SCAN LINE on the bill using the font OCR-B?				
C.15. Can your system supports "two-up" (11 ½ x 14) formats				
C.16. Can you system supports 8 1/2 x 11 format				
C.17. The system provides an out file of billing data for outsources printer and mailer				
C.18. The system supports graphic images, shading, bolding and other format features for bill formatting				
C.19. The system will allow combining charges by type on the bill. e.g. All taxes roll up into a single tax line item.				
C.20. At a minimum the bill can present the following discrete data on the bill:				
• Bill Date				
• Bill period for each service				
• Previous and Current Meter readings by meter				
• Rate Schedule per meter/service				
• Rate Description				
• Consumption being billed by service				

• Meter size per service				
• Meter number(s) per service				
• Account Name				
• Account Address				
• Surcharges, fees, penalties and taxes with descriptions				
• Past Due Balance				
• Previous Balance				
• Current Amount Due				
• Bill Due Date				
• Next meter reading date				
• Consumption History Graph by service				
• Subtotal by service				
• Bill Messages				
• User defined Scan Line (Mod10)				
• Handling code. i.e. Opening bill, closing bill, group bill, etc.				
• User defined data				
D. Electronic Archive				
D.1. Do you have electronic archive capabilities? If so, what type?				
D.2. What method is used for retrieval of the archive?				

D.3.	Can you integrate bill view with the billing system? If so, how?				
D.4.	Can you reprint an exact copy of the bill from archive, including scan line, bar code, fonts, and graphs? If yes, what printer languages do you support for the reprint?				
D.5.	What types of viewers do you support?				
D.6.	What are your storage capabilities for printed data?				
D.7.	What is your purge process of the stored data?				
D.8.	Could customers view their historical bills on our website? If so, in what format?				
D.9	Can you integrate bill view with the CC&B system? If so, how?				
E. Internet Email Delivery					
E.1.	Can you e-mail bill notifications to customers? If so, what is the process for customers to view their bill from within the electronic notification?				
E.2.	Can you provide exact bill representation, of the bills accessed from the electronic notification?				
F. Duplicate Bill					
F.1.	Can you provide duplicate bills for customers? If so, please explain your method.				

G. Special Handling/Pull Bill				
G.1. Can you pull a bill during production? If needed, could the bill be printed then returned to GUC?				
G.1.1. If so, please explain your method for the following pull situations: pulling bill with a returned printed statement, pull a bill with archive only, and pull a bill to not process.				
G.2. If necessary, could you pull a bill electronically?				
G.3. Can you support special handling of certain accounts? Such as: archive only without a notification; archive and notify; archive, print and notify archive and print.				
H. Printer				
H.1. Do you support duplex printing?				
H.2. How many different paper stocks can you co-mingle into an envelope?				
H.3. What are the different paper stocks your printers are capable of using?				
H.4. Can you print checks, i.e., MICR? If so, can you insert the refund check with the bill?				
I. Finishers/Insertion Equipment				
I.1. Do you have intelligent insertion stations? If so, how many?				
I.2. How many pages can you send in a #10 envelope, i.e., tri-fold?				

I.3.	How many pages can you send in a #6 envelope, i.e., one-fold? (<i>Future option</i>)				
I.4.	Can you send bills in a flat envelope? (<i>Future option</i>)				
J. Mail					
J.1.	What steps do you take to insure lowest cost of postage?				
J.2.	Do you do address verification and postal sorting? If so, what software?				
J.3.	Do you support Indicia mailing?				
J.4.	What type of mailing classes do you use? Indicate which carriers you use for the classes.				
K. Paper/Envelope					
K.1.	Do you sell paper? If so, what sizes and options (e.g., colors, perforated paper)?				
K.2.	Do you sell envelopes? If so, what sizes and options (e.g., window envelopes)?				
K.3.	Do you offer Paper Design services? (<i>Future option</i>)				
K.4.	How do you handle inventory control?				
K.4.1.	Is there an additional cost for inventory control?				
K.4.2.	Is there an additional cost for delivery?				
L. Processing Window					
L.1.	Do you offer same-day processing of the billing statements?				
L.1.1	What is the cutoff for same-day				

processing?				
L.1.2. What is the cutoff for same-day processing with a bill insertion?				
L.2. Do you have enough capacity to handle large volume increases during a daily cycle?				
M. Disaster Recovery Plan				
M.1. Do you have a Disaster Recovery Plan established?				
M.1.1. If so, provide an overview of your Disaster Recovery Plan. Details should include testing scope and frequency as well as listing of any “hotsite” processing centers .				
M.1.2 How and when will Greenville Utilities Commission be notified of an unplanned incident relevant to completion of a given print job				
N. Reporting				
N.1. Describe control handling for				
-Balance Controls				
-Out of balance procedures				
N.2. How do you validate that transmittals sent by Greenville Utilities are complete and error free. How is the receipt of such files acknowledged?				
N.3. How you communicate a mailing has been completed.				
N.4. Can you provide a detailed timeline of each cycle/job, starting at receipt of the				

file to complete processing and mailing.				
O. Other Internet Services				
O.1. Describe any other services you may offer.				

Compliance to E-Verify

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):
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 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):
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)

TERMS AND CONDITIONS

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 proposer 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 proposer 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, subrogation's, 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.

CONTRACT PERIOD

This Agreement(s) shall be for a one (1) year period. Based on mutual agreement between the parties, this agreement(s) may be renewed for additional annual renewal extension(s), not exceeding a total five (5) year contract term. The pricing for annual renewal will be subject to the mutual agreement between the parties.

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