REQUEST FOR PROPOSALS

REQUESTING PROPOSALS FOR A POINT OF SALE SOFTWARE SERVICE SOLUTION

for

GREENVILLE UTILITIES COMMISSION
PO Box 1847
Greenville, North Carolina 27835-1847



ISSUE DATE: 9-9-2021
QUESTIONS RECEIVED BY: 9-20-2021
ANSWERS POSTED BY: 9-28-2021
PROPOSAL PACKAGES SHALL BE RECEIVED BY 3:00 PM (EDST) ON: 10-7-2021

Introduction

The Greenville Utilities Commission (GUC) is soliciting proposals from qualified vendors for a commercial off-the shelf Point of Sale web-based portal that seamlessly integrates with our current Oracle Utilities Customer Care and Billing (CCB) software. The proposal will include implementation services along with integrations to GUC's CCB and payment vendor.

Background

GUC provides electric, water, sewer, and natural gas services to the City of Greenville and 75% of Pitt County. GUC serves a combined total of nearly 150,000 customer connections. GUC processes approximately 18,500 walk-in payments per year at our two walk-in locations.

Requirements

GUC is looking for a seamless, sustainable, and up to date experience for our customers and end users who process payment transactions. We desire an Out of the Box (OOB) solution that continuously grows with our technology, payment channels and customer needs. The vendor is to comment on what is and is not OOB and any constraints of going with an OOB solution. Response should include a minimum of five OOB screen shots highlighting payment processing, cash drawer balancing, and tender control balancing in POS software.

GUC is currently running Oracle CCB version 2.4.0.3. Any proposed solution must be able to provide value in our existing environment as well as, future systems and demonstrate this via a current release and roadmap. Vendor should include examples of customers that they have worked with that use or have used our current version of CCB.

To be considered, vendors submitting proposals must have successfully implemented their point-of-sale solution and integrated it with Oracle CC&B within the last three (3) years. The proposed solution should assist in the posting of walk-in payments in the most accurate, timely and customer friendly way possible.

Licensing of any software modules required to complete the project will be identified by the Vendor as part of this proposal.

GUC requires the proposed software package to support confidentiality, availability, and integrity. Upon selection of the vendor, they will be asked to provide their security measures and level of encryption used in the software to protect data.

Specific requirements can be found in Appendix A and B.

PROPOSALS SHALL BE RECEIVED BY 3:00 PM (EDST) ON 10-7-2021.

Proposals shall be submitted via e-mail to: haddocgc@guc.com. Attention: Cleve Haddock, CLGPO, Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834. GUC reserves the right to reject any and all Proposals.

Questions regarding this Request for Proposals (RFP) should be received by or before **3:00 PM (EDST) on 9-20-2021**. Answers should be **communicated by 9-28-2021**. All questions shall be directed to the attention of Cleve Haddock, CLGPO, Procurement Manager (252)551-1533, at haddocgc@guc.com.

Implementation Plan

GUC requires that each vendor prepare a detailed implementation plan outlining the required tasks, estimated hours, responsibility, major deliverables, and timing. At a minimum, the RFP response will cover the following areas:

- Implementation approach
- Environment Installation, including supporting software (OS, DBMS, etc.) and hardware platform installation and configuration, if necessary
- Application setup (tailoring, configuration, end-user set up)
- Application-level security design and configuration

Proposal Requirements

All proposals must contain, at a minimum, the information listed below. Vendors are asked not to submit advertising material in substitution for responding to below.

- 1. A Cover Letter.
- 2. Brief History of Firm.
- 3. Statement of Professional Qualifications: Include résumés of key staff proposed to perform consulting and design work. One staff member should be designated as the proposed Project Manager, with supporting staff identification.
- 4. List of Recent Similar Projects Completed: List should include projects with similar scope proposed for this Project, and indicate which staff from the proposed team, if any, participated in the design of each project. List must also include clients' names, contact person, addresses, and telephone numbers for each project for reference. Please ensure that at least one client on the list is a utility.
- 5. List of Subconsultants: If any subconsultants are used to assist with the services, list the names of the firms along with professional qualifications and recent similar projects completed.

- In addition, please specify if GUC would be required to enter into contracts with these other subconsultants.
- 6. Schedule of Rates: List rates charged on an hourly basis for each classification of personnel.
- 7. Conceptual Project Schedule: Include a conceptual project schedule from project kickoff to completion and total number of hours estimated to complete.
- 8. Location of Office: Geographic location of office assigned to perform work with listing of key staff who work at that location on a permanent basis.
- 9. Your project management responsibilities.
- 10. Any assumptions made for this project.
- 11. Expectations of GUC.
- 12. Product support and maintenance programs.
- 13. Define any training provided for the project.
- 14. List any associated User Groups.
- 15. Provide an overview of the customer and end user experience.
- 16. Completion of Appendix A Functional Requirements.
- 17. Completion of Appendix B Cybersecurity Requirements.
- 18. Provide all legal and compliance reports.
- 19. Special Considerations: Include any special considerations, conditions, or other circumstances that is foreseen affecting the project.
- 20. Responses must be double-sided and are limited to a total of 40 pages. The font size shall not be smaller than 11-point. An electronic pdf format of your Proposal must be e-mailed to: haddocgc@guc.com.

[Balance of page left blank intentionally]

SELECTION PROCESS

- Proposals should be received no later than 3:00 PM (EDST) October
 7, 2021. All firms submitting proposals must be duly licensed to practice business in the State of North Carolina. Late Proposals will not be considered.
- Screening of proposals by a staff committee should be completed by October 21st, 2021. The staff committee will review the potential firm's recent specialized experience, firm's staff qualifications, firm's capacity to accomplish the work, firm's past performance, location of the firm, ability to meet the requirements with base product and other considerations when screening proposals.

EVALUATION AND AWARD:

Proposals will be evaluated by GUC personnel. Selected vendors may be requested to present formal presentations/unit demonstrations on site on a date and time mutually agreeable by both parties.

Evaluation Criteria:

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

- Quality of approach and methodology that demonstrates an understanding of GUC's requirements
- Vendor's ability to tailor OOB solution to GUC's requirements
- Quality, extent, and relevance of vendor's staff to the project.
- Vendor's support model (SLAs)
- Overall Costs
- The Vendor's overall knowledge and ability to integrate with current software
- Ability of base product to meet requirements

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.

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 Proposers providing consultation services. A potential or actual conflict of interest exists when commitments and obligations to GUC are likely to be compromised by a Proposer'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. Proposers 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.

PROPOSER INCURRED COSTS

All costs that may be incurred to prepare qualifications, 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 Proposer. GUC is not responsible under any circumstances for reimbursement of any costs that may be incurred by Proposers 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 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, shall be provided by Provider.

GOVERNING

LAWS

All requests, 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.

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).

ADMINISTRATIVE

CODE

Proposals, bids, Qualifications, and awards are subject to applicable provisions of the North Carolina Administrative Code.

[Balance of page left blank intentionally]

REFERENCES:

The respondent must provide 3 references where the requested services of this RFP were implemented.

	REFERENCE NO. 1
NAME OF FIRM	
CUSTOMER'S	
BUSINESS/OPERATIONS	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
E-Mail Address	
	REFERENCE NO. 2
NAME OF FIRM	
CUSTOMER'S	
BUSINESS/OPERATIONS	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
E-Mail Address	
	REFERENCE NO. 3
NAME OF FIRM	
CUSTOMER'S	
BUSINESS/OPERATIONS	
ADDRESS	
CITY, STATE, ZIP	
TELEPHONE NO.	
CONTACT	
E-Mail Address	

COMPLETE BELOW FORM(S)

Letter of Compliance to E-Verify for Greenville Utilities Commission

1.	I have submitted an RFP for contract or desire to enter into a contract with the Greenville Utilities Commission of the City of Greenville, NC;		
2.	As part of my duties and responsibilities pursuant to said RFP and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):		
3.	After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or		
4.	I employ less than fifteen (15) employees in the State of North Carolina.		
5.	As part of my duties and responsibilities pursuant to said RFP and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this RFP 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 fifteen (15) 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 \$ <u>n/</u>	<u>a</u> attached.	
Firm Name		Phone ()
Address			
City	State	_Zip Code	
Fax (⁄Iail		
Authorized OfficialTyped Na		Title	
Signature		Date	

Your proposal should be received no later than October 7, 2021 at 3:00 pm (EDST).

APPENDIX A FUNCTIONAL REQUIREMENTS

Requirement	Response (OOB - Out of Box CUST - Custom)	Vendor Comments
Integrate with current (CCB 2.4.0.3) and future versions of CCB. Please list all versions in which your product is currently integrated		
Ability to scan barcode or QR code on payment stub in POS software to pull up account information from CCB		
Display current balance (calculated figure), past due balance (calculated figure), total balances (past due + current due) from CCB		
Display alerts (cash only, pay arrangement balance, etc.) from CCB with the ability to configure the desired alerts to be displayed.		
Display account number, premise address, mailing address, bill date, due date, and severance date from CCB.		
Display all authorized users of account, type of access on account, pin, and last 4 of SS.		
Ability to create new contacts that update CCB. Please specify if this will be manual, automatic or both		
Link to CCB to see all contacts for customer pulled up in system.		
Process all current forms of payments with the ability to add additional payment channels.		

Cash	
Check	
Money Order	
Cashier Check	
Credit Card	
Apps (Apple pay Google Pay)	
 Money Transfer (Venmo, PayPal, Zelle) 	
All payment posting real time to CCB	
Link to CCB Control Central for the account that is currently	
Automatically create receipt with an option on customer terminal for customer to choose way to receive (print/email/text/all). (Currently using EPSON model #M244A. GUC is open to exploring new printer models if they integrate with CCB. List all models)	
Display remaining balance/account number on receipt, tender type and amount paid.	
Ability to configure message on bottom of the receipt. Example: Visit us at GUC.com/Our office will be closed July 4 th	
Pop up box after payment is processed with customer name, amount paid, change due and method of payment for verification purposes	
Link to print current bill.	
Ability of software to reconcile(open/close) with tender control in CCB.	
Description of hardware and support needed to implement cashiering software. (If using disclose 3 rd party information, responsible party and contracts)	
Scanner/barcode reader	

Receipt printers	
Customer Terminals	
Vendor(s) responsible for PCI compliance	
Provide Service Level Agreement	
Describe Disaster Recovery Center	
Vendor responsible for all integrations(custom/standard)	
Describe security methodology	
Describe available functionality to take payments if CCB	
ADA Compliant	
Future	
Ability to integrate with future versions of current software or completely different software	

<u>APPENDIX B CYBERSECURITY REQUIREMENTS</u>

Cybersecurity Responses Requested:

- 1. Provide breach notification policy
- 2. Provide privacy & data use policies
- 3. Provide attestation of compliance with relevant data protection standards (ex. PCI, HIPAA)
- 4. Provide SOC2 report. If unavailable provide statement addressing:
 - a) Access Controls
 - b) Network and Infrastructure Security posture
 - c) Incident Handling practices
 - d) DR Practices & Assurances
 - e) QA/SDLC practices as they relate to security issues.
- 5. Confirm GUC retains ownership of all data & derivations under all circumstances and vendor is obligated to return all data and destroy any copies upon contract termination
- 6. Identify the physical location of all GUC data stored by vendor
- 7. Confirm GUC data is encrypted at rest and encryption used
- 8. Confirm secure transmission for all data in transit and methodologies used
- Confirm system is capable of integrating with GUC's existing authentication mechanisms (ie Active Directory)
- 10. Confirm the ability to adequately log, for forensic investigation, if required

Cybersecurity Additional Requirements:

- 1. Credentials provided by the vendor should be Multi-factor authentication enabled or support the use of GUC's existing multifactor technology.
- 2. GUC instances and data should only be accessible from GUC networks or as specified by GUC