



# **Request For Proposals**

## **For Payment Vendor**

**For**

# **GREENVILLE UTILITIES COMMISSION**

**Of the  
City of Greenville, North Carolina**

**401 South Greene Street  
Greenville, North Carolina 27834**

**Issue Date July 11, 2024**

**Response Due Date, July 30, 2024 by 3:00 PM (EDST)**

## **PURPOSE OF REQUEST FOR PROPOSALS**

Greenville Utilities Commission (GUC) is seeking proposals from qualified vendors who can accept credit/debit card and e-check (ACH) payments on behalf of GUC. GUC would like all pricing for credit/debit card fees to be presented in a convenience fee model that will be passed on to the customer when executing a transaction. All pricing for e-check (ACH) transactions will be absorbed by GUC and the pricing model presented should reflect these fees to be billed on a monthly basis. In addition, listed below, are additional services that GUC currently provides their customer and would expect to continue with any new payment vendor.

**PROPOSALS SHALL BE RECEIVED BY 3:00 PM (EDST) ON July 30, 2024.** Proposals shall be submitted via e-mail to: [haddocgc@guc.com](mailto:haddocgc@guc.com). Attention: Cleve Haddock, Lifetime 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 proposal (RFP) should be received by or before 3:00 pm (EDST) on July 22, 2024. All questions shall be directed to the attention of Cleve Haddock, Lifetime CLGPO, Procurement Manager at (252) 551-1533, [haddocgc@guc.com](mailto:haddocgc@guc.com).

**THE PROPOSAL SHOULD CONTAIN, AT A MINIMUM, A RECOMMENDED PAYMENT VENDOR, THAT CAN PRODUCE AND MEET SPECIFICATIONS BELOW:**

### **SPECIFICATIONS:**

Integration into Meridian IDEA customer/agent portal in the form of an Iframe to accept 24/7 payments and customer wallet management (GUC will not accept link to payment vendors website)

- Ability for customer to call a vendor hosted IVR to make payments along with ability to speak with a live agent if necessary. Must include Bi-lingual capabilities.
- Accept ACH, Visa, Mastercard, Discover and American Express.
- Portal for GUC employees to be able to research, reconcile and view payments.
- Provide customer terminals for credit card payments in office for two walk-in locations. Total of 11 devices needed.
- Provide ASAP, preferably next day credit for all customer payments.
- Robust reconciliation process to ensure customer payments are flowing from payment vendor to customer's account.
- Ability to work with current payment vendor to securely transfer customer wallet to ensure seamless transition to new vendor.

### **ESTIMATED USAGE:**

- Average CC Transactions per Month – 26,046 (600 per month pin based, 4,199 – MC, 20,386 – Visa, 562 – AMEX, 299 - Discover)
- Average CC Transaction Amount - \$195.00
- Average ACH Transactions per Month – 26,278
- Average Returns per Month – 400

## **IMPLEMENTATION AND SUPPORT**

- Provide project plan to include implementation timeline, project team members and resumes and implementation costs.
- Provide post go-live support model, response times, as well as main support staff team members and resumes.

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**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:**

Electronic Copy is the preferred format for the proposal.

**PROPOSAL DEADLINE:**

Proposals shall be submitted via e-mail to: [haddockg@guc.com](mailto:haddockg@guc.com). Attention: Cleve Haddock, Lifetime CLGPO, Procurement Manger, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834 until 3:00 PM (EDST) on July 30, 2024. GUC reserves the right to reject any and all Proposals.

**EVALUATION AND AWARD:**

Proposals will be evaluated by GUC personnel. Selected vendors may be requested to present formal presentations/unit demonstrations on or off 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/materials 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 unit's requirements.
- Qualifications and Experience.
- Project Approach and Proposed Solution.
- Cost Effectiveness and Value.
- Acceptance of the Terms of the Contract.

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.

**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.

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**Letter of Compliance to E-Verify for Greenville Utilities Commission**

1. I have submitted a bid for contract or desire to enter into a contract with the Greenville Utilities Commission;
2. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
3. \_\_\_\_ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or
4. \_\_\_\_ I employ less than twenty-five (25) employees in the State of North Carolina.
5. As part of my duties and responsibilities pursuant to said bid and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this bid and/or contract, are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):
6. \_\_\_\_ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or
7. \_\_\_\_ Employ less than twenty-five (25) employees in the State of North Carolina.  
Specify subcontractor: \_\_\_\_\_

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

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

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

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

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

**These Forms Must be Completed, Signed and Returned With The**  
**Respondents Proposal.**

**BUSINESS STATEMENT**

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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Contact Person's Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

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Business License No.: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Federal ID No. or Social Security No.: \_\_\_\_\_

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**Type of Organization:** (Check all that apply)

- Corporation, under the laws of the State of \_\_\_\_\_
- Individual
- Joint Venture
- Municipal, State, or Federal
- S Corporation
- General Partnership
- Limited Partnership
- Non-Profit Corporation
- Small Business Enterprise: A business enterprise that is independently owned and operated; organized for profit; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.

## VENDOR PROFILE QUESTIONNAIRE

Question	Answer
Organization name and corporate location?	
What is your organizations primary business?	
Is your organization a subsidiary to a larger parent company? If so, whom?	
Length of time your organization has been in business providing this type of services/products?	
Organization ownership?	
Number of employees: <ul style="list-style-type: none"><li>• Total</li><li>• Development</li><li>• Product Support</li><li>• Professional Services</li></ul>	

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## 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 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 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 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.

## SAFETY STATEMENTS

### **Safety Culture Commitment Statement:**

**At Greenville Utilities, we are committed to a culture of safety that prioritizes the well-being of our employees, contractors, and the communities we serve.**

We believe that everyone deserves to work in a safe environment, and we are dedicated to fostering a culture where **safety is a core value, not just a priority.**

#### **Here's what that means to us:**

- **Employee and Contractor Safety:** We are committed to providing a safe work environment for all employees and contractors. We will invest in safety training, resources, and equipment to prevent accidents and injuries.
- **Open Communication:** We encourage open and honest communication about safety concerns. We believe everyone has a right and responsibility to speak up about unsafe work practices and potential hazards.
- **Continuous Improvement:** We are committed to continuous improvement in safety performance. We will learn from incidents and near misses, and we will actively seek ways to improve our safety processes and procedures.
- **Accountability:** We hold ourselves and our contractors accountable for safe work practices. This includes providing clear safety expectations, enforcing safety rules, and recognizing safe behavior.
- **Collaboration:** We believe in working collaboratively with employees, contractors, and regulatory agencies to achieve the highest level of safety.

**Our commitment to safety extends beyond our employees. We work closely with our contractors to ensure they share our safety values.** We expect them to implement robust safety programs, train their workers thoroughly, and adhere to all safety regulations.

We are confident that by working together, we can create a culture of safety where everyone goes home safe and healthy every day.

**This commitment statement is a public declaration of our unwavering dedication to safety.** We will continue to strive for zero incidents while promoting a positive safety culture that prioritizes the well-being of everyone involved in our utility operations.

### **Safety Management System Commitment Statement:**

At Greenville Utilities, we are unwavering in our commitment to delivering safe and reliable utility service through a robust Safety Management System (SMS). This system forms the foundation of our safety culture, ensuring the well-being of our employees, contractors, and the communities we serve.

#### **Our SMS commitment emphasizes:**

- **Zero Incidents:** We believe all incidents are preventable. We strive for zero incidents by proactively managing risks and continuously improving our safety practices.
- **Empowered Workforce:** We foster a culture where safety is everyone's responsibility. This includes providing comprehensive safety training for both employees and contractors, empowering them to identify and report hazards.
- **Data-Driven Decisions:** We utilize data from inspections, incident investigations, and performance metrics to make informed decisions for risk mitigation and continuous improvement of our SMS.
- **Leadership Engagement:** Our leadership team actively demonstrates a commitment to safety by participating in safety reviews, audits, and promoting safety as a core value.
- **Contractor Collaboration:** We extend our safety commitment to our contractors. We require contractors working on our system to adhere to SMS principles, participate in safety briefings, and maintain strong safety programs within their own organizations.

- **Transparent Communication:** We believe in open communication about safety. We encourage employees and contractors to report concerns without fear of reprisal. We also maintain transparent communication with stakeholders about SMS performance.

**This SMS commitment is a continuous journey, not a destination.** We are dedicated to regularly reviewing and updating our system to reflect best practices and emerging technologies. Through continuous improvement and a commitment to a positive safety culture, we aim to remain an industry leader in safe and reliable utility service.

### Information Technology Terms

GUC's standard information technology contract terms can be found in Appendix A. Recognizing not all terms may be applicable for a given vendor, comments have been added to designate whether a given term is negotiable or non-negotiable.

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## Appendix A

### GUC INFORMATION TECHNOLOGY CONTRACT PROVISIONS

In accepting this Order ("Order"), your company (the "VENDOR"), acknowledges and agrees to abide by the Terms and Conditions set forth below. In the event that a binding written contract signed by both the VENDOR and Greenville Utilities Commission of the City of Greenville (GUC) exists, the terms and conditions of this agreement shall supersede any conflicting terms and conditions of the aforementioned contract.

#### 1. INFORMATION SECURITY

- 1.1 VENDOR agrees to ensure its software and services comply with all applicable laws and regulations. VENDOR shall, at no additional charge, promptly furnish any updates to the software and services necessary for compliance with any changes in laws or regulations during the terms of this Agreement.
- 1.2 GUC may, at its expense and for reasonable grounds, require VENDOR to participate in audits and tests relative to GUC and/or services provided by VENDOR on behalf of the GUC.
- 1.3 VENDOR will take every reasonable precaution to ensure the services and software do not introduce nor contain any virus or similar code that may destroy, modify, alter or cause destruction, modification, or alteration in whole or in part, of any GUC data, equipment, networks, software or utility infrastructure.
- 1.4 VENDOR agrees to allow GUC access to system security logs that affect this contract, its data, and/or its processes. The VENDOR must provide self-service log reporting or review option, or the VENDOR must produce logs based on regulatory retention requirements of data held (e.g. PCI, HIPAA, etc.)
- 1.5 The parties agree that the vendor will provide certain services to, for, or on behalf of GUC involving the use or disclosure of Protected Health Information (PHI), as that term is defined by the Health Insurance Portability and Accountability Act (HIPAA). As such, the parties agree to the attached Business Associate Agreement.
- 1.6 Notification of security incident or data breach: GUC requires notification of event no later than twenty-four (24) hours after initial identification by VENDOR, when any data protection is compromised, or security incident occurs which may impact GUC. Unauthorized access or disclosure of non-public data is considered a breach. The VENDOR will provide notification to the GUC as soon as it is aware of the breach. If the VENDOR is liable for the loss, the VENDOR shall bear all costs associated with the investigation, response, and recovery from the breach. The breach must be communicated to GUC Information Security Officer (ISO).
- 1.7 Prior to the effective date of this agreement, VENDOR will, at its expense conduct or certify that the following certifications have been performed:
  - i. Attestation under HIPAA, PCI, DSS and/or FedRAMP (NIST, FIPS 200 and SP800-53, ISO 27001, SOC), where applicable
  - ii. A SOC 2 audit of VENDORS security policies, procedures and controls, to be reviewed and assessed by GUC or its agent, or complete a GUC provided security assessment. The SOC 2 and/or security assessment must report on security controls of the solution/application and/or services to be provided.
  - iii. A vulnerability scan performed by a third-party service of VENDOR systems under this agreement.
  - iv. A formal penetration test performed by a process and qualified personnel of VENDOR systems under this agreement.
  - v. VENDOR will provide GUC the reports or other documentation resulting from the above audits, certifications, scans and tests within thirty (30) calendar days of VENDOR's receipt of such results. Based on the results of the above audits, certifications, scans and tests, VENDOR will, if the results require, within thirty (30) calendar days of receipt of such results, promptly modify its security

measures in order to meet its obligation under this Agreement and provide GUC with written evidence of remediation.

- vi. GUC may, at its expense and reasonable grounds, require VENDOR to perform additional audits and tests within a mutually agreeable timeframe not to exceed thirty (30) calendar days, the results of which will be provided to GUC within seven (7) business days of VENDOR's receipt of results.
- vii. VENDOR shall protect GUC data against deterioration or degradation of data quality and authenticity, including, but not limited to, annual third-party data integrity audits performed by an independent, external organization to determine the VENDOR's compliance with standards

**1.8** VENDOR agrees to allow GUC (or a designated third-party selected by GUC) the opportunity to perform an onsite inspection of the VENDOR's infrastructure and security practices on an annual basis.

**1.9** GUC reserves the right to review the infrastructure and security specifications of the VENDOR in written format on an annual basis.

## **2. NETWORK SECURITY**

**2.1** VENDOR agrees at all times to maintain network security that, at a minimum, includes network firewall provisioning, intrusion detection, and regular third-party vulnerability assessments. Likewise, VENDOR agrees to maintain network security that conforms to generally recognized industry standards and best practices that VENDOR then applies to its own network.

## **3. INTEGRATION & SINGLE SIGN ON**

**3.1** The application must integrate with Azure Active Directory (Azure ID/Entra ID) using Security Assertion Mark-up Language (SAML), or other industry standard authentication technology as pre-approved by GUC, to provide authentication and single sign on (SSO) services. GUC and VENDOR will exchange the necessary information to configure and test (SSO) prior to implementation in the production environment.

## **4. USER AUTHENTICATION AND ACCESS RIGHTS**

**4.1** All facilities used to store, and process GUC data will implement and maintain administrative, physical, technical and procedural safeguards and industry best practices at a level sufficient to secure such data from unauthorized access, destruction, use, modification or disclosure. Such measures will be no less protective than those used to secure the VENDOR's own data of a similar type, and in no event less than, for data of the same type and nature, during the term of this Agreement.

**4.2** The VENDOR must take the same care to prevent the disclosure of GUC's confidential information as it takes to prevent disclosure of its own information of a similar nature. In no event, may the VENDOR take less than a reasonable degree of care.

**4.3** VENDOR warrants that all GUC data will be encrypted in transmission and at rest (including via web interface).

**4.4** ADA Accessibility: VENDOR warrants all digital and interactive content will meet or exceed Web Content Accessibility Guidelines (WCAG) 2.0 A and WCAG 2.0 AA conformance standards, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), the organization responsible for developing internet standards. Web accessibility means that people with disabilities can fully and equally perceive, understand, navigate, and interact with the Web as their non-disabled counterparts.

## **5. DATA LOCATION**

**5.1** GUC data, all backups shall not be located, accessed, processed or stored outside of the contiguous United States.

## **6. ACCEPTABLE USE**

**6.1** Confidential Information of the other party may be used by the receiving party only about the performance of or as specifically authorized by this Agreement. Each party will protect the confidentiality of Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential



information, including, without limitation, by entering appropriate confidentiality agreements with employees, affiliates, independent contractors and subcontractors. Access to Confidential Information will be restricted to the VENDOR's, its personnel (as well as its agents and independent contractors) engaged in a use permitted under this Agreement. Confidential Information may not be copied or reproduced without the disclosing party's prior written consent, except as necessary for use about this Agreement.

**6.2** GUC data cannot be used or modified outside of the terms of this agreement without written consent of those actions to be performed.

**6.3** Subject to the provisions governing all Confidential Information made available under this Agreement, including copies thereof, will be returned or certified destroyed upon the termination of this Agreement or immediately upon the other party's request; provided, that, subject to the terms of this Section, each party may retain copies of the other party's Confidential Information required for its compliance with its record keeping or quality assurance requirements.

## **7. PUBLIC RECORDS**

**7.1** Notwithstanding anything contained herein to the contrary, the parties recognize and acknowledge that GUC is a subdivision of the State of North Carolina and is, therefore, subject to the North Carolina Public Records Act (the "Act") at N.C. Gen. Stat. 132-1 et seq. The parties further acknowledge that any information that is not otherwise protected by law is a public record under North Carolina law and may be released and disclosed GUC pursuant to the Act, and that any such release or disclosure shall not in any way constitute a breach of this Agreement, nor shall GUC be liable to the VENDOR for such release or disclosure. In the event GUC receives a request for disclosure of Confidential Information which the VENDOR has specifically marked "Confidential" or "Proprietary" GUC shall give the VENDOR written notice of such request (the "Notice of Request for Disclosure"). In the event the VENDOR has a reasonable basis for contending that the disclosure of such Confidential Information is not required by the Act, the VENDOR shall within ten (10) calendar days after receipt of the Notice of Request for Disclosure notify GUC in writing of its objection to disclosure and the basis therefor. The VENDOR shall indemnify, defend and hold harmless GUC from and against all losses, damages, liabilities, costs, obligations and expenses (including reasonable attorneys' fees) incurred by GUC in connection with any refusal by GUC to disclose Confidential Information after receiving an objection to disclosure from the VENDOR. If GUC receives no written objection from the VENDOR within ten (10) calendar days after the VENDOR's receipt of a Notice of Request for Disclosure, GUC shall disclose the Confidential Information referenced in the Notice of Request for Disclosure. Notwithstanding the foregoing, the parties agree that the computer database information that GUC is required to disclose under N.C. Gen. Stat. §132-6.1 shall not be deemed Confidential Information, and that GUC shall be entitled to disclose such information without notice to the VENDOR.

**7.2** In accordance with the North Carolina electronic data-processing records law N.C.G.S. §132-6-1, all software and documentation provided by the VENDOR or its subcontractors is subject to potential public inspection and examination.

**7.3** All Software and Documentation provided by the VENDOR or its subcontractors will have sufficient information to enable GUC to create an index containing the following information with respect to each database used by the System without extraordinary commitments of staff or resources: (i) annotated list of data fields: name, description, and restricted field indicator; (ii) description of the format or record layout; (iii) frequency with which the database is updated; (iv) list of any data fields to which public access is restricted; (v) description of each form in which the database can be copied or reproduced; (vi) title of the database; (vii) owner of the data; (viii) narrative description of the database; (ix) person creating the index; and (x) purpose of the database. The VENDOR agrees that the GUC may copy and disclose the information listed above in response to requests for database information under the North Carolina General Statutes. (f) All Documentation for the Products and the System is and will be in all material

respects complete and accurate, and will enable data processing professionals and other GUC employees with ordinary skills and experience to utilize the Products and the System for the expressed purpose for which they are being acquired by GUC.

## **8. DATA RETENTION AND DELETION**

- 8.1** Any data entered, loaded and stored in the software are property of GUC. The VENDOR shall provide the GUC a copy of its data for any reason, and at the termination of the services, at no cost to the GUC.
- 8.2** In the event of an emergency or time-sensitive situation, the VENDOR shall provide GUC the ability to completely retrieve the data from the cloud within twenty-four (24) hours.
- 8.3** RETURN OF CONFIDENTIAL INFORMATION: The VENDOR will return or destroy GUC's confidential information in all forms and types of media and provide written confirmation or certification of such destruction within thirty (30) calendar days. If the data is returned to GUC, the VENDOR shall provide the data in the file format agreeable to GUC.
- 8.4** RECORDS RETENTION: To ensure compliance with data retention schedules, the VENDOR will retain data according to retention schedules specified and shall return or destroy GUC's records as requested when allowed by law.

## **9. BUSINESS CONTINUITY**

- 9.1** VENDOR must provide documented evidence of disaster recovery and business continuity plans. Such plans shall be made available to GUC's upon request for inspection of documentation. If documentation is unavailable, or has not addressed findings in a timely manner, the VENDOR shall be assessed a penalty, up to termination of agreement, for failure in complying with GUC's minimum requirements, as discovered through inspections, audits, or actual disasters.
- 9.2** VENDOR agrees that any and all data stored, processed, or maintained for GUC will be backed up to a geographically diverse location at a minimum of once per day. VENDOR agrees to provide certification of successful disaster recovery testing upon request of GUC.

## **10. WARRANTY**

- 10.1** VENDOR warrants that during the warranty period product and services will be provided according to industry standards.
- 10.2** VENDOR warrants to GUC that during the applicable warranty period software and services will conform to the operation in accordance with the documentation in all material respects; and services will be carried out according to industry standards in a professional workmanlike manner by qualified personnel.

## **11. THIRD PARTY VENDORS**

- 11.1** The VENDOR shall inform GUC of any outsourced functionality and its VENDOR.
- 11.2** Unless otherwise stated within this agreement, no assignment of the contract or components of the contract can occur without explicit, written agreement from GUC. If portions of the service are provided by a third party, the VENDOR is directly responsible for all terms of the contract, regardless of outsourced functions.

## **12. EXIT**

- 12.1** VENDOR further agrees that following successful transmission of all data to GUC, any and all GUC data will be erased, destroyed, and rendered unrecoverable and certify in writing that these actions have been completed within thirty (30) calendar days of the termination of this Agreement. At a minimum, a "clear" media sanitization is to be performed in accordance to standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization. During the period between termination of the Agreement and authorization for destruction, all security measures must remain intact, including, but not limited to, encryption, backup, and storage.

### **13.0 INSURANCE**

**13.1** Coverage – During the term of the contract, the VENDOR at its sole cost and expense shall provide commercial insurance of such type and with the following coverage and limits:

**13.1.2** General Liability – The VENDOR shall provide and maintain Commercial Liability Coverage written on an "occurrence" basis in the minimum amount of \$1,000,000 per occurrence.

**13.1.3** Network security & Privacy Liability - The VENDOR shall provide and maintain Commercial Network Security & Privacy Liability insurance, including 3<sup>rd</sup> party coverage in the minimum amount of \$5,000,000 per occurrence.

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

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