



REQUEST FOR QUALIFICATIONS

*Advanced Metering Infrastructure (AMI)
Vendor Selection*

for

GREENVILLE UTILITIES COMMISSION

PO Box 1847

Greenville, North Carolina 27835-1847

**ISSUE DATE: 02/6/2025
QUESTIONS RECEIVED BY: 02/20/2025
QUESTION RESPONSE BY: 02/27/2025
RESPONSES SHALL BE RECEIVED BY 2:00 PM (EST) ON 03/11/2025**

REQUEST FOR QUALIFICATION

RFQ 25-10 Advanced Metering Infrastructure (AMI) Vendor Selection

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

RFQ Information

Title	Advanced Metering Infrastructure (AMI) Vendor Selection
Type	Professional Services
Issue Date	February 6, 2025
RFQ Number	25-10
Department Requesting Services	Information Technology
Due Date	March 11, 2025, at 2:00 PM EST
Interview Date	TBD

Instructions for Submissions

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

How to Obtain RFQ Documents

Copies of the Proposal documents may be obtained at:

Location	Address
Website	https://www.guc.com/about-us/doing-business-us/current-bids

Questions about the RFQ

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

Primary Contact	Cleve Haddock, CLGPO Procurement Manager (252)551-1533 haddocgc@guc.com
Questions Received By	February 20, 2025, until 4:00 PM EST Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. Answers will be communicated by the response date.
Question Response Date	February 27, 2025 All pertinent questions will be responded to via a posting on GUC's website.

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Attachments

	Title	Must Be Returned with Proposal
1	RFQ Acknowledgement and Signature Form	Yes
2	Insurance Acknowledgement Statement	Yes
3	Terms and Conditions	No
4	E-Verify Form	Yes

About Greenville Utilities

Since 1905, Greenville Utilities has been an integral part of Greenville and Pitt County, growing and progressing along with our expanding service area. GUC provides electric, water, sewer, and natural gas services to the City of Greenville and 75% of Pitt County. We serve a combined total of nearly 165,000 customer connections. Greenville Utilities is owned by the citizens of Greenville but operates under a separate charter issued by the N.C. General Assembly.

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

Mission Statement

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

Project Overview

Greenville Utilities Commission ("GUC") is requesting sealed proposals from qualified companies to provide professional services and equipment for Advanced Metering Infrastructure (AMI) as we transition from our current Automated Meter Reading (AMR). The purpose of this RFQ invitation is to identify a vendor capable of not only providing an AMI system, but also managing the transition from the existing AMR infrastructure.

The primary goal of this project is to deploy a comprehensive AMI system that supports electric, water, and natural gas services. Our utility is the second largest municipal electric utility in North Carolina and ranks 43rd nationally, operating:

- **Electric Service:** 1,210 miles of overhead lines, 1,757 miles of underground lines, 22 substations, 75,632 meters, 27,380 load control switches and 101 miles of fiber optic cable.
- **Water Service:** 37,195 customer connections, 42,786 meters and 634 miles of pipe, treating approximately 14 million gallons of water per day.
- **Wastewater Service:** 30,828 customer connections and 483 miles of pipe, treating approximately 10 million gallons of wastewater per day.
- **Natural Gas Service:** 23,784 customer connections, 25,613 meters, 729 miles of pipeline, and 478 miles of service lines. The utility also operates a Liquefied Natural Gas (LNG) storage facility with a capacity of 330,000 gallons to support peak demand.

GUC seeks a qualified vendor with proven experience in multi-utility AMI implementations, ensuring integration, scalability, and future adaptability. The project is planned for phased implementation over an 8-year period, with the first phase expected to begin as early as Winter 2025.

AMI System Design and Implementation

Overview

The AMI system will be designed to serve electric, water, and natural gas services. The system architecture will be modular, allowing for future expansion and integration with emerging technologies. The system will be rolled out across all services, with water and gas meters receiving ERT (Encoder Receiver Transponder)

upgrades rather than full replacements, while electric meters will be fully replaced. Water meter module connections are IP 68 compliant Itron connectors.

Key Features

Modular System: Designed to incorporate future technology decisions like DERMS, ADMS, and other edge computing systems where necessary.

Unified Data Platform: Consolidates data across electric, water, and gas services for seamless reporting and analysis.

System Components: Includes necessary hardware and software such as meters, load control switches, communication modules, and control systems that are compatible with standard connector specs.

System Integration

Overview

We expect to integrate with some existing core utility support systems. We currently support a Customer Information System (CIS), Customer Portal, SCADA, GIS, OMS, and are considering supporting ADMS/DERMS in the future. See Appendix A for a listing of currently support systems.

Key Features

Real-Time Monitoring: Supports integration with utility systems for enhanced outage management and operational control.

GIS-Enabled Asset Mapping: Links AMI data with GIS for efficient asset management and visualization.

Data Exchange: Ensures smooth data flow between the AMI system and other utility platforms for billing, outage management, and operational analysis.

Network Infrastructure

Overview

A robust network infrastructure will be deployed to ensure reliable communication across urban and rural areas within the service territory. The network will be scalable and designed to accommodate future technological advancements, withstand extreme weather conditions, and have warranted battery life.

Key Features

Hybrid Network Design: Network that functions properly in dense areas as well as rural areas. Some areas only support water and/or gas services.

Scalability: Designed to support emerging technologies like 5G and IoT-enabled devices.

Communication and Management: Two-way communication with endpoints and support for remote firmware updates. GUC would like to utilize the network backbone for alternate control purposes (via SCADA).

Testing and Quality Assurance

Overview

A structured testing and quality assurance process will be implemented to ensure system reliability, data accuracy, and interoperability across all services.

Key Features

System Testing: Comprehensive testing of electric, water, and gas meters to ensure performance under various conditions will be performed, including leak detection for water meters.

Interoperability Testing: Ensures smooth integration with other utility systems.

Performance Benchmarks: Establishes metrics for meter accuracy, network reliability, and data latency.

Data Security and Compliance

Overview

The AMI system will incorporate robust security measures to protect customer data and comply with all relevant federal, state, and local regulations.

Key Features

Data Encryption: Strong encryption protocols for secure data transmission and storage.

Security Layers: Multi-layered security, including device authentication, intrusion detection, and tamper alerts.

Regulatory Compliance: Ensures compliance with data privacy regulations and industry standards for utility operations.

Training and Knowledge Transfer

Overview

A comprehensive training program would be available for utility staff, ensuring they can operate, maintain, and troubleshoot the AMI system effectively and independently.

Key Features

Utility-Specific Training: Training tailored for field technicians, IT support, and customer service staff.

Knowledge Transfer: Documentation and ongoing support to ensure long-term operational independence.

Data Analytics and Predictive Capability

Overview

The AMI system will include advanced analytics and predictive capabilities to help the utility optimize operations and enhance decision-making.

Key Features

Operational Analytics: Real-time data analysis for insights into consumption trends, anomaly detection, and outage prediction.

AI-Powered Predictive Tools: Machine learning for predictive maintenance and load forecasting.

Data Visualization: Intuitive tools for monitoring performance and making data-driven decisions.

Regulatory Compliance

Overview

All components of the AMI system must comply with applicable federal, state, and local regulations to ensure data privacy, security, and environmental compliance.

Key Features

Data Privacy Standards: Adherence to regulations for customer data protection.

Public Utility Standards: Compliance with North Carolina Utilities Commission (NCUC) and other regulatory bodies.

Environmental Compliance: Ensure all infrastructure meets environmental standards, including the Coastal Area Management Act (CAMA) and other local regulations.

Respondent Minimum Requirements

To ensure the Greenville Utility Commission (GUC) selects a vendor with the appropriate capabilities, experience, and technical expertise, we require that all vendors meet the following qualifications. Vendors should carefully review the criteria outlined below and demonstrate their qualifications in their RFQ submission.

Multi-Utility AMI Experience

Relevant Project Experience

Vendors must provide evidence of successful deployments of Advanced Metering Infrastructure (AMI) systems that span electric, water, and natural gas utilities. Specifically, vendors should have led at least three projects that involved integration of data across multiple utilities, ensuring seamless interoperability between systems. We also encourage vendors to highlight any experience in customer communication and public outreach strategies for AMI deployments. Please detail how you addressed concerns related to radio frequency (RF) technology, data privacy, and potential service disruptions during the deployment process.

Transition Experience

Vendors should demonstrate experience in managing the transition from Automated Meter Reading (AMR) to AMI systems in multi-utility environments. This includes managing data migration, system upgrades, and ensuring smooth operations with minimal service interruption.

Technical Expertise in Scalable, Adaptable AMI Solutions

System Management Proficiency

Vendors must have proven expertise in managing AMI head-end systems, knowledge of common Meter Data Management (MDM) platforms, and network management systems. Solutions expertise should prove they can provide modular and scalable designs that accommodate future growth and evolving utility demands.

Hybrid Network Deployment

Vendors should have experience in deploying Radio Frequency (RF) mesh networks and be prepared to integrate emerging technologies, such as Low Power Wide Area Networks (LPWAN) or 5G, to ensure coverage across both urban and rural areas. We are seeking partners that can adapt to varying network requirements and future-proof technologies.

Data Security and Compliance Readiness

Security Protocols

Vendors should demonstrate established expertise in implementing multi-layered security measures aligned with industry standards, ensuring the protection and integrity of data across AMI deployments for multiple utilities.

Future-Ready Security

Vendors should also have an adaptable security framework capable of incorporating emerging technologies, such as Artificial Intelligence (AI)-driven anomaly detection and advanced encryption protocols, to stay ahead of evolving cyber threats.

Project Management and Phased Implementation Strategy

Phased Deployment Experience

Vendors should have a demonstrated ability to manage phased AMI rollouts, from pilot projects to full-scale deployments. Successful vendors will have a clear track record of managing complex projects across multiple utility services with minimal service interruptions.

Program Management Office (PMO) Support

Partners should be able to provide a structured approach to project management, ideally utilizing a Program Management Office (PMO) framework. This should include coordination across departments, management of stakeholder communications, and proactive issue resolution throughout the project lifecycle.

Training and Knowledge Transfer Expertise

Utility-Specific Training Programs

Vendors should have a history of providing customized training for electric, water, and natural gas utilities, addressing the needs of diverse roles, including field operations, IT, and customer service teams. The vendor must ensure that training is aligned with the specific needs of GUC's staff and the AMI system.

Data Analytics and Predictive Capability

Operational Analytics

Vendors must show experience in implementing data analytics tools that can process data generated by multi-utility AMI systems. These tools should support the analysis of operational data to derive insights, aid forecasting, and enable predictive maintenance for improved utility management.

Predictive Tools

Vendors should be able to advise on the use of AI-based predictive tools, such as those used for outage detection, load forecasting, and predictive maintenance, and should demonstrate how these tools can enhance the overall effectiveness of the AMI, OMS, and other systems as necessary.

Evaluation Criteria

Each vendor's response to the RFQ will be evaluated on a scale of 100 points, based on the vendor's experience, capability, and commitment to delivering a scalable, secure, and adaptable Advanced Metering Infrastructure (AMI) solution that aligns with the Greenville Utilities Commission's (GUC) needs and long-term goals. The evaluation will consider the vendor's proven results, adaptability to future needs, and ability to ensure seamless project delivery.

The total score will be distributed across the following key evaluation categories:

Vendor Experience (20 points)

The vendor's track record of successful multi-utility AMI deployments, including integration across electric, water, and natural gas services. Preference will be given to vendors with proven experience in customer communication, public outreach, and AMR to AMI transitions.

Technical Approach and Solution Fit (30 points)

The vendor's ability to deliver a modular, scalable AMI system that integrates with other systems and provides other useful network capacity for command and control.

Data Security and Compliance (20 points):

The vendor's commitment to data protection, including their ability to meet or exceed industry security standards. This includes ensuring the integrity and confidentiality of data across all AMI deployments, with an emphasis on adaptability to emerging security threats and compliance with relevant regulations.

Project Management and Delivery (15 points)

The vendor's approach to project management, including their ability to manage phased deployment, ensure risk mitigation, and deliver within budget and on schedule. Strong Program Management Office (PMO) support and stakeholder communication strategies will be key.

Training and Knowledge Transfer (15 points)

The vendor's ability to provide comprehensive, utility-specific training programs for various roles (e.g., field operations, IT, customer service).

Selection Procedure

All RFQs received by the deadline which meet the RFQ's requirements will be presented to the evaluation committee comprised of GUC staff. The evaluation committee will evaluate and score all submissions

according to the evaluation criteria above. The selection process may include interviews (at the discretion of the evaluation committee) for the top-scoring submissions. If interviews are to take place, GUC will notify the top scoring Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

Submission Requirements

Respondents should provide a complete submission that includes the following components. Each response should be clear, detailed, and include supporting documentation to demonstrate the vendor's experience, capabilities, and general approach based on past projects. Detailed project-specific plans related to the GUC project are not required at this stage, a high-level approach will be sufficient.

Submittal Format

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

Cover Letter

Summary of Expertise

Provide a concise overview of the vendor's experience in the utility sector, specifically in multi-utility AMI implementations.

Statement of Commitment

Confirm the vendor's commitment to delivering a scalable, adaptable solution that aligns with Greenville Utility Commission's long-term goals for an eight-year implementation.

Contact Information

Include the primary contact person's name, title, email, and phone number for any follow-up questions or clarifications.

Company Background and Relevant Experience

Company Overview

Describe the vendor's history, years in the utility industry, size, and core areas of expertise. Include information about ownership structure, location of headquarters, and any relevant subsidiaries or partnerships that support AMI capabilities.

Relevant Project Experience

Provide high-level descriptions of at least three AMI projects that include electric, water, and natural gas utilities, preferably projects similar in scale to Greenville Utility Commission's requirements.

For each project, detail the scope, objectives, challenges encountered, and the outcomes achieved, emphasizing multi-utility deployments, scalability, and adaptability to technological changes.

If available, include references to relevant case studies, white papers, or public-facing project summaries that highlight successful implementations.

Project References

List three client references with contact information (name, title, organization, phone, and email) for similar AMI projects. These references should reflect the vendor's experience in handling complex, multi-utility AMI implementations.

Technical Approach and Solution Design

AMI System Design and Scalability

Provide a high-level description of the vendor's approach to designing AMI systems for multi-utility environments, including examples of modular or scalable architectures.

Outline how the system would accommodate future technology advancements and support the integration of additional services (e.g., electric vehicle charging, distributed energy resources).

Network Infrastructure Deployment

Describe the general approach to establishing and scaling a network infrastructure that covers urban and rural areas, including RF mesh and any hybrid solutions that may be proposed.

Include examples of past projects where the vendor successfully deployed a flexible, multi-utility AMI network with a mix of communication technologies.

Integration Strategy

Summarize the vendor's approach to integrating AMI systems with Billing, SCADA, GIS, OMS, and potentially ADMS and DERMS, providing examples from similar projects where multi-platform integration was successfully achieved.

Project Management and Implementation Strategy

Phased Rollout Plan

Outline the general phased implementation strategy, including an approach to initial pilot testing, scaling, and risk mitigation for a multi-year AMI deployment.

Provide examples of how phased rollouts have been managed in previous projects, including any lessons learned from initial pilot areas and strategies for addressing project scale-up.

Data Security and Compliance Strategy

Security Framework and Protocols

Provide an overview of the vendor's security framework, including encryption standards, access control, device authentication, and intrusion detection measures, specifically for AMI systems in multi-utility environments.

Future-Ready Security Capabilities

Outline the vendor's preparedness to adapt to emerging security technologies, such as AI-driven threat detection, and any flexibility in the security architecture that would allow for future upgrades.

Training and Knowledge Transfer Plan

Initial Training Program Structure

Provide an outline of the training program that would be offered to Greenville Utilities Commission staff, including modules tailored to each utility service (electric, water, natural gas) and roles (e.g., field operations, IT, customer support).

Include descriptions of training content for system operations, troubleshooting, and data management.

Knowledge Transfer and Documentation

Outline the approach to knowledge transfer, including how the vendor will ensure that utility staff gain the knowledge necessary to independently operate and maintain the AMI system post-deployment.

Include information on documentation provided (e.g., user manuals, maintenance guidelines) to support continued learning and reference.

Data Analytics and Predictive Capability

Data Management and Analytics Approach

Provide an overview of the vendor's data management protocols and analytics capabilities, including general approaches to operational intelligence, usage forecasting, and predictive maintenance.

Future Technology Adaptability

Explain how the proposed system is designed to adapt to advancements in technology, including AI and machine learning, to address future utility needs. Vendors should describe strategies for incorporating emerging tools to enhance system functionality, such as integrating advanced analytics, improving load forecasting, and enabling proactive maintenance.

Required Forms and Adherence to GUC Policy and Other Requirements

The Respondent must fill out all the forms included in this RFQ and return them with your submission. Failure of the Respondent to provide any of the required forms may result in your proposal being rejected for non-responsiveness. These required forms will not count against the maximum page count (indicated above) for your response.

Proposals may be rejected at the sole discretion of GUC if they do not meet these qualifications.

Additional Provisions

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

GUC's Legal Name and Jurisdiction

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

Ownership of Proposal

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

Reimbursable Expenses

GUC will not reimburse any expenses incurred by Respondents in connection with this RFQ. This includes, but is not limited to, expenses related to the preparation and submission of responses, attendance at interviews or meetings, or the development and presentation of materials. All costs associated with participation in this RFQ process shall be the sole responsibility of the Respondent.

GUC's Right to Modify

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

Cost of Preparing a Response

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

Respondent's Relationship

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

False Statements

False statements in a proposal will disqualify the proposal.

Taxes

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

Grade of Service

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

The Respondent's Liability

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

Amendments

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

Withdrawal or Modification of Offers

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

Acceptance

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

Representations

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

Award Consideration

GUC reserves the right to select the company/firm deemed most qualified based on the evaluation criteria and competitive selection process (and any subsequent interviews) outlined in this RFQ. GUC is not obligated to award the contract to the firm offering the lowest fee.

Contract Termination

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

Security

If selected, vendor must complete the GUC provided security assessment. Access to GUC systems will be provided when the contractor is selected, has passed the security assessment, and onboarded.

RFQ Acknowledgement and Signature Form

RFQ No.: 25-10, Advanced Metering Infrastructure (AMI) Vendor Selection

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

Addendum Acknowledgement:

The following addendum (addenda) is (are) acknowledged in this RFQ: _____

Acknowledgement and Signature:

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

Respondent's Name and Title:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ Cell Number: _____

Contractor License # (if applicable): _____ Expiration Date: _____

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____

Decline RFQ:

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

Reason: _____

Company: _____ Address: _____

Name: _____ Signature: _____ Date: _____

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 RFQ.

Vendor Incurred Costs

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

Minority Business Participation Program

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

Proposal Withdrawal

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

Affirmative Action

The Provider will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

Mediation/Binding Arbitration

In the event of any dispute between the Parties, the Parties agree to submit any dispute to nonbinding mediation before a mutually agreeable Mediator prior to initiating litigation. If the Parties are unable to agree upon a Mediator within thirty (30) days after demand therefore, either Party may petition a Court of competent jurisdiction for the designation of a qualified Mediator for these purposes. Each Party shall

bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the Mediator. Unless otherwise agreed, the Parties will hold the mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be disclosed in any subsequent litigation. In the event the matter is not resolved in mediation, either Party may request arbitration. The parties shall jointly select an Arbitrator and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

Indemnity Provision

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

Governing Laws

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

Administrative Code

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

Uniform Guidance

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

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.

Notices

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

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

E-Verify Form

Letter of Compliance to E-Verify for Greenville Utilities Commission. Please complete the form below.

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)

Appendix A

GUC currently employs the following systems:

- AMR – Itron
- CIS – Oracle Customer Cloud Service (CCS)
- GIS – ESRI ArcGIS
- MDMS – Oracle Customer Cloud Service (CCS) MDM functionality not deployed
- SCADA – Survalent Technology
- Work and Asset Management – Cityworks
- OMS – Schneider Electric Responder OMS

GUC may in the near future employ the following systems: (Vendor may propose)

- ADMS - Advanced Distribution Management System
- DERMS – Distributed Energy Resource Management System