



# **Request for Qualifications**

**For Professional Engineering Services Related to  
the Wastewater Service Due Diligence Preliminary Engineering Report of the  
Pitt County Megasite North Development**

**for the**

**GREENVILLE UTILITIES COMMISSION**

**of**

**401 S. Greene Street,  
Greenville, North Carolina 27834**

**Issue Date: May 5, 2026  
Qualification Packages Shall be Received by 3:00 PM (EDT) on June 9, 2026**

## **Introduction**

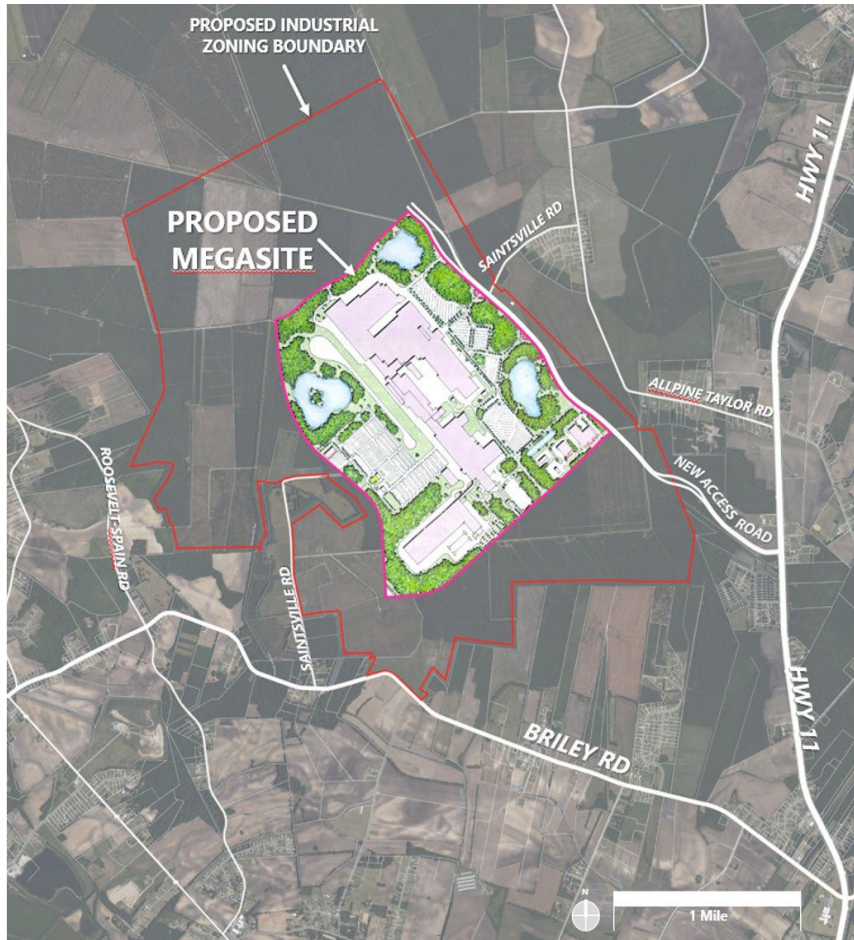
Greenville Utilities Commission (GUC) is seeking professional technical services for due diligence for providing sewer service to the Pitt County-North Megasite. The Consultant is expected to produce a Preliminary Engineering Report (PER) which will serve as the foundational document for planning, design, and applications for funding of the necessary sewer infrastructure to support the Pitt County Megasite development. The PER will verify existing infrastructure, identify existing and future needs, evaluate alternatives, and recommend a phased optimal approach for providing reliable and cost-effective utility services to the industrial development.

According to the North Carolina Megasite Readiness Program, Pitt County is well situated both geographically and economically to support the goals of the economic development partners of the State of North Carolina. The selection and development of the proposed Pitt County Megasite aims to attract and support leading industries in advanced manufacturing and to create new economic opportunities for the region. To achieve that end, it's crucial to first verify existing utilities in the project vicinity and establish new and sustainable infrastructure to sustainably meet the needs of the development well into the future.

Due diligence services will be procured through a qualification-based selection in accordance with NCGS 143-64.31, GS 143-64.32 and 115C-521 E. The Commission will evaluate the most qualified firm for the work and reserves the right to reject any and all proposals. Packages shall be received by 3:00 pm (EDT) on June 9, 2026, and shall be submitted to Attention: Cleve Haddock, Lifetime CLGPO, Procurement Manager, Greenville Utilities Commission, 401 S. Greene Street, Greenville, North Carolina 27834.

## **About the Megasite**

During its 2022 legislative session, the North Carolina General Assembly created the Megasite Readiness Program and appropriated one million dollars to provide initial funding for the program. The General Assembly directed EDPNC to engage a national site selection firm to evaluate North Carolina sites and identify up to five Megasites – sites with at least 1000 developable acres - best positioned to successfully serve major advanced manufacturing projects. The Pitt County-North Site, comprised of more than 8300 acres, was submitted for consideration and selected for the program. You can find the Megasite selection report [here](#). The Pitt County-North Site is located in the northern area of Pitt County, North Carolina. The site, parcel 24244, is just north of the City of Greenville and is currently used for agricultural and forestry purposes. Within this parcel, 3300 acres have been identified as having the potential to configure a 1000+ acre Megasite. The 3300 acres were rezoned industrial in July 2025. As of January 2026, Pitt County held the 3300 acres under option, giving the County control of the property as specified in the [EPDNC Megasite Program Guidelines](#) in order to receive grant funds for due diligence services.



### Existing Facilities

The collection system consists of approximately 430 miles of gravity pipeline and 76 miles of force main, ranging in size from 4” to 48”. The system receives flow from approximately 34,100 connections which include residential, commercial, industrial, and wholesale customers. The average daily flow for the system is approximately 11 MGD. Sewer flows to an existing wastewater treatment facility with a treatment capacity of 17.5 MGD.

### Purpose of Request for Proposals

- Evaluate the capacities of existing wastewater infrastructure in the vicinity of the Pitt County Megasite development.
- Project reasonable demands which can be expected to be generated by end users of the development. This will include an estimate of expected wastewater demands placed on the region through the projected industrial development users at the site. Significant development of this nature is expected to increase stress on existing utility networks and

the PER will address particular avenues which can be relied upon to sustainably relieve that stress with infrastructure sustainability in mind. Demands should be presented in a phased approach as the Megasite will be the initial user and ultimately the largest customer in a broad development buildout strategy.

- Identify potential delivery points for wastewater transfer to support the Megasite development without compromising the existing demands of the Greenville Utilities Commission customer base or the future demands of the overall industrial park development.
- Analyze and present multiple alternatives to extend and upgrade wastewater service in the development area. This effort will strive to meet existing and projected demands while also considering economic factors and environmental impacts.
- Presentation of preliminary routing and cost estimates for the recommended phased utility infrastructure improvements.
- Identify State and Federal regulatory requirements, and permitting processes required by the proposed infrastructure development.

### **Scope of Services**

The Consultant shall provide Greenville Utilities Commission with the following services:

#### **A. Site Survey**

Conduct a comprehensive site investigation to gather information on existing utility infrastructure. These findings will support the assembly of the engineering report. Existing basemaps and reports will also be made available to the Consultant by Greenville Utilities Commission staff.

#### **B. Analysis of Existing Infrastructure**

- Review existing Greenville Utilities Commission (GUC) location maps and identify the location and sizing of all existing GUC wastewater mains in the vicinity of the Pitt County Megasite.
- Utilize existing GUC collection system and wastewater plant models to evaluate the available capacities of all existing components which will serve the proposed development, including wastewater treatment plant capacities.
- The Consultant shall determine potential impacts of the proposed industrial development on the GUC wastewater system.

### **C. Projected Utility Demands**

- The Consultant shall estimate immediate and projected future wastewater generation for a range of potential Megasite tenants.
- Develop projections for peak and average demands over the planning horizon. Since this is a phased development, projections will directly affect the sizing of specific infrastructure components, such as sewer lift stations. The Consultant shall analyze demands placed on the system by Phase I and projected Phase II Development. Conversation should take place on how the proposed development will impact service to the existing GUC customer base. The Town of Bethel, situated 6 miles north of the Megasite became part of the GUC system approximately 5 years ago and due to proximity should also be considered when discussing options for utility upgrades in the area. The Pitt County Megasite and the associated surrounding developments are expected to spur community growth, strengthening the local tax base and therefore are considered a primary demand objective for the Commission. It is crucial to consider upgrades to wastewater treatment assets as part of this analysis.

### **D. Alternatives Analysis**

- The Consultant shall identify and evaluate several options for extending and upgrading existing infrastructure to reliably meet the projected wastewater demands. All feasible alternatives should be considered with specific attention to the most cost effective and environmentally considerate options.
- The Consultant shall assess the feasibility and environmental impacts for each alternative and recommend an optimal alternative.

### **E. Preliminary Design and Cost Estimates**

- Develop potential routes and required capacities for the recommended utility infrastructure improvements including: gravity sewer extensions, sewer lift station capacity and location, force main extensions and the routing of other essential equipment assets of the phased approach.
- The Consultant shall prepare preliminary construction cost estimates for the major components of each feasible alternative for each specific wastewater asset. Cost Estimates should be focused on Phase I improvements only to serve the initial phase of development, the Megasite property. These improvements will include the addition of an approximate 10 million gallon per day (MGD) capacity sanitary sewer lift station to service wastewater from the Megasite property with upgrade capabilities for future phased development.

## **F. Grant Compliance**

- Prepare all documentation required for grant compliance and reimbursement
- Assist with reporting obligations, including annual and final reports
- Coordinate with county staff, state agencies, and subcontractors
- Provide meeting attendance, presentations, and technical explanations as needed
- Ensure adherence to all state, federal, and local regulations, including conflict-of-interest requirements, procurement rules, and environmental compliance

## **G. Delivery of Report**

- **Draft PER**

Submit a draft PER summarizing alternatives analysis, recommended alternatives, preliminary cost estimates for Phase I development, required mitigation and potential risks associated with the project. This will be due in May 2027.

- **Final PER**

Incorporate feedback from Greenville Utilities Commission, local planners, funding agencies, and other community representatives and prepare a final PER suitable for submission to relevant authorities and the funding agencies. This will be due in October 2027.

## **Methodology**

The Consultant's design team should be familiar with infrastructure work in Pitt County and be well-versed in large scale wastewater infrastructure construction in the region. It is with this experience in mind that Greenville Utilities Commission proposes the following course of action:

### **A. Data Collection and Analysis**

Gathering and analyzing existing plans, reports, and other relevant information. Existing basemaps and reports are available through Greenville Utilities Commission department staff.

### **B. Planning and Engagement**

Consultation with Greenville Utilities Commission, local planners, the funding agencies, and other community representatives to ensure the project goals in the service area are understood and well represented.

**C. Evaluation and Needs Analysis**

Data analysis and modeling, to assess the feasibility and performance of various infrastructure upgrade alternatives

**D. Environmental Review**

Evaluating potential environmental impacts, obtaining input from regulatory specialists and identifying mitigation measures for the proposed infrastructure development.

**E. Cost Estimation and Schedule**

Developing relevant preliminary cost estimates based on the current construction climate and project-specific parameters. Include projected Implementation Schedule with specific Phase I project milestones: Design, Permitting, Construction and Final Closeout.

**Contact for Greenville Utilities Commission**

The Greenville Utilities Commission prime contact for questions regarding this Request for Proposals shall be Cleve Haddock, Lifetime CLGPO, Procurement Manager at (252) 551-1533 (haddocgc@guc.com)

**Available Information**

Plans, specifications, prior reports and other information concerning the existing system and pump stations are available for review at the Water Resources offices at 3355 NC Hwy 43 North, Greenville, NC and may be reviewed Monday through Friday between the hours of 8AM and 5PM. Copies of this information are available for the cost of reproduction.

**Questions**

All questions regarding this Request for Qualifications (RFQ) must be emailed to **Cleve Haddock** at [haddocgc@guc.com](mailto:haddocgc@guc.com) no later than **5:00pm** on **May 26, 2026**.

**SUBMISSION SCHEDULE AND KEY DATES**

<b>RFQ Issue Date:</b>	May 5, 2026
<b>Deadline for Questions:</b>	May 26, 2026, 5:00 pm (EDT)
<b>Submittal Deadline:</b>	June 9, 2026, 3:00 pm (EDT)
<b>GUC Staff Response:</b>	June 12, 2026
<b>Potential Interviews:</b>	June 16-17, 2026
<b>Firm Selection and Notification:</b>	July 13, 2026

## **Selection Process**

Request for Proposals are due no later than **3:00 PM on June 9<sup>th</sup>, 2026**. Proposals arriving or delivered after this time and date cannot be considered. It is the intent of the Commission to utilize an objective, qualification based, process to select an engineering firm and to negotiate a contract with the top ranked firm. If the Commission is unable to satisfactorily negotiate a contract with the selected firm, negotiations will be initiated with the second highest ranked firm. Proposals will be evaluated based on the following criteria as a minimum:

- Qualifications of the team proposed for this project (20 points)
- Five most similar projects completed by proposed project team (and their roles) (25 points)
- Project understanding and approach (20 points)
- Qualifications of the firm (15 points)
- Work plan/schedule (10 points)
- References (10 points)

If a consultant intends to use sub-consultants to conduct any of the work described in the proposal, the consultant must identify the sub-consultant and provide a summary of each sub-consultants qualifications, experience and duties that would be performed.

## **Proposal Requirements**

Six copies of the proposal must be submitted within the previously referenced time period to the appropriate contact person. Proposals must contain, at a minimum, the following major elements:

- Letter of transmittal
- Table of Contents
- Qualifications of the proposed team (please indicate if project experience listed was with another firm)
- Qualifications of the firm
- Five most similar projects completed by proposed project team (and their roles)
- Understanding of the project
- Approach to the project
- Project schedule including estimated task and man-hours to accomplish
- References

These major elements shall be tabbed accordingly within the proposal so as to facilitate review. Proposals are limited to 20 pages. Printing front and back is acceptable. A single page printed front and back is counted as 2 pages. The minimum font size allowable is 12. Advertising material should not be included in the proposal and cannot be considered in the review. Additional information above and beyond the bulleted items listed above may be included in the proposal as appendices.

**ATTACHMENT #1**

**RFQ Acknowledgement and Signature Form**

**RFQ No.: 26-26, Professional Engineering Services Related to  
the Wastewater Service Due Diligence Preliminary Engineering Report of the  
Pitt County Megasite North Development**

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 submittal is valid unless signed in ink by the person authorized to make the submittal.
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: \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

## **ATTACHMENT #2**

### **TERMS AND CONDITIONS**

GUC reserves the right to reject all Qualifications or accept such Qualifications, 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 RFQ.

#### **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, subrogation's, actions, costs, judgments, or other damages, directly, solely, and proximately caused by the negligence of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina. Insurance covering this indemnity agreement by the Provider in favor of Greenville Utilities Commission of the City of Greenville, Pitt County, North Carolina, shall be provided by Provider.

### **GOVERNING LAWS**

All 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.

## **ADMINISTRATIVE CODE**

Bids, Qualifications, 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

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## **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 Notification of confirmed security vulnerabilities: GUC requires notification within a risk-informed timeframe based on the Common Vulnerability Scoring System (CVSS) or mutually agreeable alternate process. These timeframes are as follows:
  - i. Critical (9.0-10.0) - twenty-four (24) hours after initial identification by VENDOR
  - ii. High (7.0-8.9) - forty-eight (48) hours after initial identification by VENDOR

- iii. Medium (4.0-6.9) - seventy-two (72) hours after initial identification by VENDOR
- iv. Low (0.1-3.9) - seventy-two (72) hours after initial identification by VENDOR

**1.8** 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

**1.9** 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.

**1.10** 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.

### **DATA LOCATION**

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

### **5. ACCEPTABLE USE**

- 5.1** 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.

- 5.2 GUC data cannot be used or modified outside of the terms of this agreement without written consent of those actions to be performed.
- 5.3 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.

## 6. PUBLIC RECORDS

- 6.1 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.
- 6.2 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.
- 6.3 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.

## **7. DATA RETENTION AND DELETION**

- 7.1** 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.
- 7.2** 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.
- 7.3** 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.
- 7.4** 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.

## **8. BUSINESS CONTINUITY**

- 8.1** 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.
- 8.2** 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.

## **9. WARRANTY**

- 9.1** VENDOR warrants that during the warranty period product and services will be provided according to industry standards.
- 9.2** 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.

## **10. THIRD PARTY VENDORS**

**10.1** The VENDOR shall inform GUC of any outsourced functionality and its VENDOR.

**10.2** 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.

## **11. 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.

## **12. 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:

**13.1.1** Workers' Compensation – The VENDOR shall provide and maintain Workers' Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 each accident, covering all VENDOR's employees who are engaged in any work under the contract. If any work is sublet, the VENDOR shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

**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** Automobile – The VENDOR shall provide and maintain Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection the contract with a minimum combined single limit of \$1,000,000 per accident.

**13.1.3** Network Security & Privacy Liability (Cyber) The VENDOR shall maintain cyber liability insurance with limits of \$3,000,000 per occurrence, providing protection against liability for: (1) privacy breaches (including liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems. Cyber liability insurance shall not include any exclusion or restriction for unencrypted portable devices or other media. VENDOR shall provide evidence of continuation or renewal for a period of two (2) years following termination of the Agreement.

**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. With the exception of Network Security & Privacy Liability (Cyber) Insurance, 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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**ATTACHMENT #3**

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

1. I have submitted a RFQ 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 RFQ 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 RFQ and/or contract, I affirm that to the best of my knowledge and subcontractors employed as a part of this RFQ 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)

It is certified that this Proposal/RFQ 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).

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

Address \_\_\_\_\_

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

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

Authorized Official \_\_\_\_\_ Title \_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Signature Date \_\_\_\_\_

**Your submittal should be received no later than  
June 9, 2026 at 3:00 pm (EDT).**

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