



REQUEST FOR PROPOSALS

RFP #354-MI26-10

Project Title: Optical Fiber Network Assessment and Mapping Services

Issue Date: November 6, 2025, at 2:00 PM

Due Date: December 23, 2025, at 4:00 PM ET

Issuing Department: Information Technology

Direct all inquiries concerning this RFP to:

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Information Technology Project Manager

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Table of Contents

1	REQUEST FOR PROPOSALS	2
1.1	Introduction	2
1.2	Purpose and Background	2
1.3	Notice to Vendors Regarding RFP Terms and Conditions	4
1.4	RFP Response Timeline	4
1.5	Proposal Questions	4
1.6	Proposal Submission Requirements and Contact Information	5
1.7	Rights to Submitted Material	5
2	PROPOSALS	5
2.1	Request for Proposal Document	11
2.2	Evaluation Criteria	11
2.3	Proposal Evaluation Process	12
2.4	Final Selection	12
2.5	Contract Term	13
2.6	Invoices	13
2.7	Notice to Proposers Regarding RFP Terms and Conditions	13
3	SCOPE OF SERVICES	13
3.2	Deliverables	15
3.3	Environmental and Regulatory Constraints	16
3.4	Town Interfaces	16
4	COST PROPOSAL/EXECUTION OF PROPOSAL	16
5	REFERENCES	17
	INSTRUCTIONS TO VENDORS	18
	AGREEMENT FOR CONTRACTED SERVICES TEMPLATE	1

1 REQUEST FOR PROPOSALS

1.1 Introduction

The Town of Cary, North Carolina (“Town”) seeks qualified vendors to provide comprehensive assessment and mapping services for its optical fiber network spanning roughly 200 linear miles. The selected contractor will be responsible for conducting detailed in-field inspections of existing fiber infrastructure and related assets to evaluate its condition, identify any damage or maintenance needs, and testing data transmission pathways for signal integrity and overall performance. Additionally, the contractor will utilize advanced mapping technologies to accurately represent and document the network elements’ locations, integrating geographic information systems (GIS) to produce detailed maps that include fiber routes, splice points, and associated infrastructure. Proposers should demonstrate expertise in fiber optics, mapping methodologies, and relevant regulatory compliance to ensure a thorough and efficient assessment process.

These services are critical to enhancing the regional local government's communication infrastructure, supporting ongoing initiatives aimed at improving connectivity for the delivery of digital services. The assessment will help identify maintenance needs, optimize network performance, and inform future digital transformations and expansion plans.

1.2 Purpose and Background

1.2.1 Background

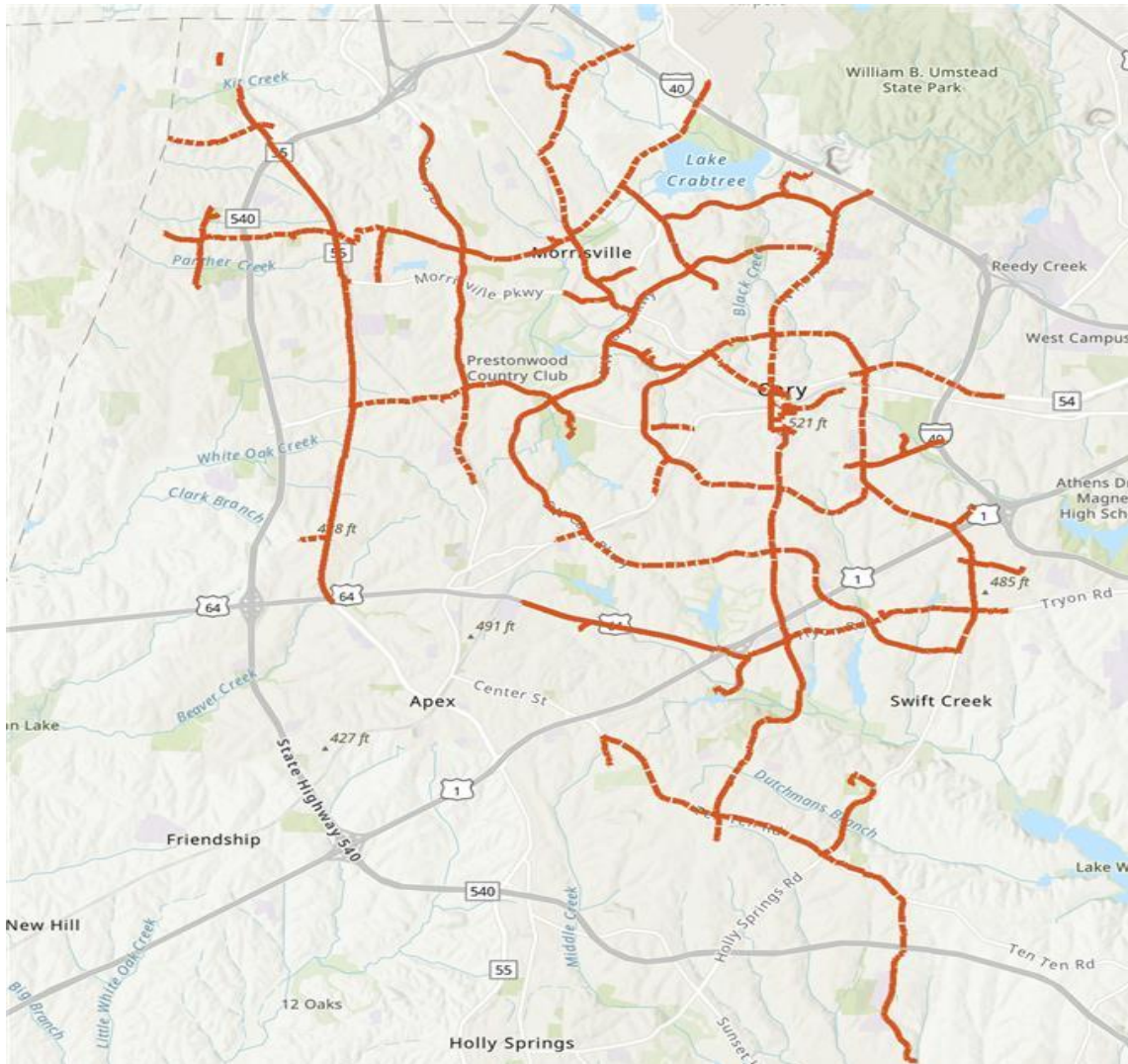
The Town in collaboration with the North Carolina Department of Transportation (NCDOT), has constructed and continues to operate two independent yet co-located optical fiber cable plants. These networks were originally developed over two decades ago to support transportation and municipal functions and now encompass approximately 200 linear miles of fiber connecting over 250 traffic signal intersections across Cary, Morrisville, Apex, and Holly Springs, as well as 50+ municipal remote facilities and campuses. The infrastructure also includes interconnectivity with neighboring municipalities for regional emergency operations.

Although constructed concurrently and sharing much of the same physical infrastructure, the two networks were built using a “star” topology that was considered state-of-the-art at the time. This topology, however, does not align with modern High-Availability (HA) requirements for internet-based services and applications. The Town relies heavily on this infrastructure to support a wide range of Information Technology (IT) services. In many cases, equivalent commercial services are not available from regional providers, making the resilience and accuracy of the Cary’s fiber infrastructure essential for 24/7 operations.

1.2.2 Current State and Need for Assessment

Over the years, both fiber networks have undergone numerous undocumented repairs, extensions, and modifications, often deviating from original engineering plans. The Town’s IT staff has not received As-Builts from all repairs and installations. As a result, staff have had to rely on field observations and ad-hoc documentation over time producing incomplete and inconsistent records.

Figure 1. Current Fiber Map



The absence of a formal Fiber Network Management Software has further contributed to gaps between documented and actual field conditions. Given the importance of this infrastructure and its use by multiple departments and regional partners, The Town seeks to establish an official record through a comprehensive outside plant assessment. This effort will also lay the foundation for future evaluation of in-building fiber assets.

The Town views this assessment as a strategic initiative—essential for improving operational efficiency, planning for future growth, and aligning with long-term technology goals.

1.2.3 Context and Importance

This initiative supports the Town’s broader commitment to technological modernization and reliable communication infrastructure. By engaging external experts and leveraging current technologies, the Town aims to obtain a detailed, accurate, and actionable understanding of its fiber infrastructure to support service continuity and future expansion.

1.3 Notice to Vendors Regarding RFP Terms and Conditions

It shall be the Vendor’s responsibility to read the Instructions, the Town’s terms and conditions contained within the Town’s Agreement for Contracted Services Template, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in [Section 1.6 Proposal Questions](#). If the Town determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The Town may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Agreement for Contracted Services that have been addressed during the question submission period. Other than through this process, the Town rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that Vendor is prepared to enter into a contract in the form of the Agreement for Contracted Services should Town selects Vendor’s proposal and that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.** *If a Vendor desires modification of the terms and conditions of this solicitation, including any term or condition contained in the Agreement for Contracted Services, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the Town. Identification of objections or exceptions to the Town’s terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.*

1.4 RFP Response Timeline

The RFP process shall adhere to the following schedule:

RFP Process	Date and time	
RFP posted	November 6, 2025	2:00 PM
Proposers Written Questions Due	November 19, 2025	4:00 PM
Town Responses to Proposers questions	November 25, 2025	4:00 PM
Proposal Submission Deadline	December 23, 2025	4:00 PM
Contract Award (Anticipated)	January 21, 2025	
Contract Effective Date (Anticipated)	February 4, 2025	

Note: All times shown as Eastern Time (ET).

1.5 Proposal Questions

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date. The Town will not entertain any further questions after the due date. Written questions shall be emailed to IT Project Manager Cheron Gilchrist at cheron.gilchrist@carync.gov with a copy to Network IOT Architect Arek Kempinski at arek.kempinski@carync.gov by the date and time specified above. Vendors should enter “RFP #354-

MI26-10: Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, Town’s response, and any additional terms deemed necessary by the Town will be posted in the form of an addendum to the North Carolina Electronic Vendor Portal (eVP), <https://evp.nc.gov/solicitations>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Town personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

1.6 Proposal Submission Requirements and Contact Information

Submittal Requirements and Contact Information

Electronic responses ONLY will be accepted through the eVP website. Interested parties must be logged in to submit proposals electronically. Registration information is available at NC Electronic Vendor Portal evp.nc.gov (eVP). Proposals must be clearly marked with name of the submitting company, the RFP number and RFP title. Proposers must submit one (1) *electronic version, submitted as a viewable and printable Adobe Portable Document File (PDF), on or before the submittal due date and time provided in Section 1.4.* Submissions that do not comply with the stated submission method will be deemed non-responsive. The Town reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the proposal. Proposers must respond to the entire Request for Proposals (RFP). Any proposals received by the Town that are incomplete in their responses will be immediately disqualified.

Proposals must follow the format as defined in [Section 2 PROPOSALS](#).

Respondents are cautioned not to make changes to any of the term and conditions in this solicitation. Doing so may render a Respondent’s proposal unacceptable and unresponsive for award. Question and inquiries must be made in writing as outlined in Section 1.

1.7 Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the Town when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina law.

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

2 PROPOSALS

Responses must follow the format outlined herein. The Town may reject as non-responsive at its sole discretion any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner:

1. Cover Letter/Letter of Intent – 1 page max

Introduction letter with intent as it may pertain to the Request for Proposal.

2. Corporate Background and Experience – No more than 3 pages

This section shall include background information on the organization and should give details of experience with similar projects. A list of five (5) references (including contact persons, email and telephone numbers) for which similar work has been performed within the past five years shall be included. In addition to the list of references please include a comprehensive list of all similar work performed within the last five years. The evaluators will select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Proposer's proposal. The evaluators may check all public sources to determine whether Proposer has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Proposer's performance of those contracts and the information obtained may be considered in evaluating Proposer's proposal.

3. Financial Statement – 1 page max

The Proposer shall provide the following financial information:

Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP)).

OR,

Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Proposer shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Proposer's stated financing), performance bond, personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Proposer's financial stability.

Recent shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP.

Consolidated financial statements of the Proposer's parent or related corporation/business entity shall not be considered, unless: (1) the Proposer's actual financial performance for the designated

period is separately identified in and/or attached to the consolidated statements, (2) the parent or related corporation/business entity provides the Town with a document wherein the parent or related corporation/business entity will be financially responsible for the Proposer's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Proposer provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

The Proposer's failure to provide any of the above-referenced financial statements or failure to submit all the requested financial statements may result in the rejection of the Proposer's proposal and rejection is more likely to occur if other Proposers provide financial documentation in compliance with the foregoing provisions. Proposers are also encouraged to explain any negative financial information in its financial statements and are encouraged to provide documentation supporting those explanations.

All financial information, statements and/or documents provided in response to this proposal requirement shall be kept confidential, IF THE PROPOSER COMPLIES WITH PARAGRAPH 13 OF THE GENERAL INFORMATION ON SUBMITTING PROPOSALS BY MARKING THE FINANCIAL INFORMATION, STATEMENTS AND/OR DOCUMENTS CONFIDENTIAL.

4. Project Understanding – no more than 5 pages

This section shall include, in narrative, outline, and/or graph form the Proposer's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

The Town seeks responses that demonstrate a clear and comprehensive understanding of the objectives, scope, and technical expectations of this optical-fiber infrastructure assessment. Respondents must show that they are thoroughly familiar with the nature of outside-plant (OSP) fiber networks and are practiced in the acquisition, validation, and curation of the type of data this project requires

Each proposal should restate the respondent's understanding translates into a sound and achievable plan for assessment of both underground and aerial fiber-optic assets. Narratives should highlight the proposer's direct experience in performing comparable assessments, including scope, complexity, and outcomes, and demonstrate the firm's capacity to complete this project safely, accurately, and within schedule.

The Town is particularly interested in learning:

- How the respondent interprets the scope and desired outcomes of the fiber assessment;
- What tools, techniques, and technologies are proposed for identifying, inspecting, and documenting fiber-plant assets;
- How data accuracy and completeness will be ensured and verified prior to submission; and
- How project staffing, management, and quality-control processes will support timely completion and adherence to organizational safety and operational standards.

Respondents are encouraged to draw upon prior, relevant engagements to illustrate their proficiency, emphasizing lessons learned, innovations applied, and best practices adopted to guarantee data integrity and deliverables that align with Town expectations.

4a. Project Approach

Building on the methodical approach to completing the assessment within the prescribed schedule. The project must be completed before the end of Fiscal Year 2026, with an optimal completion date of June 1, 2026.

The proposed approach should demonstrate resilience to unforeseen challenges, while maintaining flexibility and systematic control of all project activities. The Town acknowledges that efficient coordination between Town and contractor teams will be essential to the project's success. The proposed approach should therefore describe how progress will be managed, how adjustments will be implemented, and how communication will be maintained to prevent schedule impacts and ensure consistent data quality.

The Town is particularly interested in responses that describe:

- A structured methodology for field data collection, validation, and curation — including sequencing, frequency, and oversight;
- Processes for progressive data submission, quality review, and correction cycles;
- The use of schemas, standards, and “data dictionaries” that define required data elements for each asset type (e.g., patch panels, handholes, splice closures, aerial attachments, and related components);
- Methods for identifying, documenting, and reporting asset deficiencies or safety violations, and the process for coordinating immediate or scheduled remediation; and
- Proven or recognized OSP assessment practices the proposer has successfully applied in similar engagements.

The Town expects that the approach narrative will also define how data packages will be organized for review and acceptance, including a description of the quality control and approval process. If data are rejected by the Town, the process for correction, resubmission, and revalidation must be clearly described.

Through this section, the Town aims to understand how each respondent will ensure that the project's execution remains structured, adaptable, and transparent — resulting in accurate, complete, and verifiable data deliverables.

4b. Understanding of Safety

As a steward of public trust, the Town of Cary upholds the highest standards of safety and regulatory compliance. The Town expects all contractors operating within its jurisdiction to do the same. Respondents must demonstrate a clear understanding of applicable safety requirements and describe how their field operations will ensure the protection of workers, the public, and surrounding property during all phases of this assessment.

Particular emphasis should be placed on the contractor's approach to Maintenance of Traffic (MoT) and the safe execution of work within public rights-of-way. The Town's goal is not only adherence to MoT standards and local regulations, but to exemplify best practices that minimize disruption to residents, businesses, and visitors.

The Town is especially interested in responses that describe:

- How the contractor will plan and manage safe field operations for both vehicular and pedestrian environments;
- Procedures for implementing and exceeding applicable MoT requirements, particularly in high-traffic or densely populated areas;
- Strategies for coordinating with other utilities, contractors, or municipal projects working in the same rights-of-way;
- Communication practices for keeping the Town informed of scheduled work and for ensuring that public safety agencies (police, fire, EMS) are apprised of activities that may affect access or operations; and
- Internal training, supervision, and quality assurance programs designed to promote and enforce safety compliance.

The Town seeks a safety narrative that reflects proactive planning, responsible field conduct, and a commitment to exceeding—not merely meeting—regulatory and Town safety expectations.

4c. Deliverables

The final deliverables for this project shall consist of complete, accurate, and validated data pertaining to all optical-fiber assets operated by the Town of Cary. The Town’s expectation is that all deliverables conform to the mutually agreed-upon data dictionary and are formatted for direct ingestion into the Town’s ESRI GIS environment, which serves as the Town’s authoritative source for geospatial data.

Each data submission must include both geospatial and photographic documentation sufficient for the Town to identify, verify, and manage the associated asset. The data must also include information required for field validation, quality assurance, and ongoing asset management.

The Town strongly prefers that field-collected data undergo the contractor’s internal quality control and validation prior to submittal. The validated data shall be delivered to the Town for review and acceptance on a weekly cadence, coinciding with project status update meetings. The purpose of this incremental data delivery and feedback process is to prevent schedule delays and minimize disputes if any portion of the submitted data is not accepted by the Town.

Upon delivery, a Town representative shall confirm receipt of the previous week’s data collection. During the ensuing week, Town quality control personnel shall load the submitted data into the Town’s sandbox environment for validation and assess it for completeness and accuracy. The Town will either accept the data or identify deficiencies during the subsequent weekly status update meeting. If any portion of the data is determined to be missing, incomplete, or invalid, the Town official shall explain the reasons for non-acceptance during the meeting.

The contractor shall then have the opportunity to correct or recollect the deficient data and resubmit it for review during the following week’s acceptance cycle. If the Town does not identify deficiencies or reject the data at the next scheduled meeting, the data from the previous week shall be deemed accepted and complete.

5. Team Organization, Experience and Certifications/Qualifications – 1 page max

This section must include the proposed staffing, deployment and organization of personnel to be assigned to this project. The Proposer shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this

project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

6. Previous Experience, Certifications, and Qualifications – 1 page max

Given the critical role of the optical-fiber infrastructure in supporting public safety systems and instrumentation, it is essential that assessment activities do not disrupt or compromise network operations. Respondents must demonstrate that assigned personnel are thoroughly trained in handling outside plant (OSP) fiber environments, with the ability to accurately identify active assets and avoid interference. Experience in the careful disassembly and reassembly of sensitive components—such as splice closures and patch panels—is required, along with proficiency in operating precision instruments including RTX-grade GPS locators and Optical Time-Domain Reflectometers (OTDRs). Personnel must also exhibit a strong commitment to worksite integrity, consistently leaving inspection zones in equal or better condition than they were found.

Furthermore, all work must be performed in strict adherence to relevant industry standards and safety codes. This includes compliance with OSHA, NEC, NESC, TIA/EIA-568, ANSI/TIA-606, IEC/ITU-T guidelines, and most importantly, Fiber Optic Association (FOA) certifications. Respondents are expected to provide documentation of applicable certifications, summaries of comparable past projects, and qualifications of key personnel proposed for this engagement

7. Data Dictionary for Field Data Acquisition

Historically, framework. Its current data libraries are an amalgamation of components from ArcFM Fiber Manager, ArcFM Designer, Conduit Manager, and Wavepoint. While these libraries have served as a functional baseline, the Town recognizes that the outside plant (OSP) fiber industry has evolved significantly, introducing new asset types, technologies, and operational parameters that are not yet reflected in the ESRI core schemas.

As such, the Town seeks to modernize and expand its data dictionaries to ensure long-term relevance and completeness. This includes the ability to incorporate emerging cable types, connectors, splicing methods, and optical components—each with distinct characteristics and performance metrics. Respondents are therefore requested to propose a strategy for enhancing the Town’s existing data schemas. This should include recommendations for structuring and capturing new asset types, defining associated attributes, and ensuring compatibility with existing GIS platforms and field data acquisition workflows.

The Town is particularly interested in approaches that promote extensibility, interoperability, and alignment with current industry practices. Respondents should describe their experience in developing or adapting data dictionaries for fiber infrastructure, and provide examples or templates where applicable

8. Quality Control and Assurance

The Town requires that all delivered data be accurate, complete, and ready for integration into its systems. To ensure this, a rigorous and collaborative quality control and assurance process will be employed throughout the duration of the project.

Contractors are expected to implement internal validation procedures prior to submitting any data for review. Data should only be delivered once it has been curated and verified to meet the standards of accuracy and completeness. Upon submission, the Town will conduct its own quality assurance

review and will formally accept or reject portions of the data based on its findings. Any rejected data will be accompanied by detailed feedback to facilitate correction or reacquisition.

The Town anticipates a continuous and responsive data exchange process, wherein acquisition, review, and remediation activities are conducted in parallel with ongoing field operations. Respondents should describe their approach to managing this cycle, including how they ensure timely delivery, responsiveness to feedback, and alignment with the Town’s acceptance criteria. In addition, respondents should outline how they track and manage revisions to submitted data packages, particularly in cases where assets are reacquired or updated, to ensure clarity, traceability, and consistency throughout the project lifecycle.

9. Cost Proposal

The Cost Proposal shall be submitted and contain:

- Personnel costs (including hourly rates and total hours)
- Travel and Subsistence Expenses
- Subcontractor Costs (if any)
- Safety Controls (e.g. Maintenance of Traffic)
- Other Costs (e.g., office expenses)
- **TOTAL COST:** A total not to exceed cost representing the maximum amount for all work to be performed must be clearly indicated under this heading.

2.1 Request for Proposal Document

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 Evaluation Criteria

This is not a bid. There will not be a public bid opening. Proposals will be evaluated based on the following criteria:

Criteria	(a) Weight	(b) Score	(c) Weighted Score
1. Cover letter / Letter of Intent	2		
2. Corporate Background and Experience	8		
3. Financial Statement	5		
4. Project Understanding	10		
4a. Project Approach	10		
4b. Understanding of Safety	5		
4c. Schedule of Deliverables	5		
5. Team Organization, Experience, and Certifications, Qualifications	5		
6. Previous Experience, References, and Client Testimonials	15		

7. Data Dictionary for Field Data Acquisition	25		
8. Quality Control and Assurance	5		
9. Overall Cost	5		
Final Score	100	0	0

Score Points

0- Missing or Does Not Meet Expectation

2- Meets Expectation

1- Partially Meets Expectation

3- Exceeds Expectation

2.3 Proposal Evaluation Process

The Town shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. Proposals will be received electronically from each responsive Vendor and must be submitted by the date and time specified on the RFP cover sheet. Late submissions will not be considered.

Proposals will be reviewed after the submission deadline. Interested parties should note that cost details are subject to further evaluation for completeness and accuracy and may not fully indicate a Vendor’s pricing position.

At the evaluator’s discretion, Vendors may be invited to provide oral presentations or participate in discussions to clarify or expand upon their proposals. However, such invitations are not guaranteed, so proposals should be complete and reflect the most favorable terms.

Proposals will be evaluated based on completeness, content, relevant experience, the qualifications of the Vendor and its team, and cost, as outlined in Section 2.2 Evaluation Criteria.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Town reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the Town.

2.4 Final Selection

Proposals will be reviewed after opening and will be ranked in order of choice. A recommendation will then be presented to the Town Manager’s Office for approval to negotiate a contract with the #1 choice and, if unsuccessful, to then pursue negotiations with the #2 choice. All Proposers will be notified of their standing immediately following Town’s decision. Price quoted must be held firm for 90 days after the RFP is due. The Town reserves the right to make an award without further discussion of the proposal submitted. The Town shall not be bound or in any way obligated until both parties have executed a contract. The Town also reserves the right to delay the award of a contract or to not award a contract. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to the Town of Cary.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the Town and the selected Proposer including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the awarded Contractor to perform as represented may result in elimination of the Contractor from competition or in contract cancellation or termination.

2.5 Contract Term

The Contract shall have an initial end date of the assessment being completed by June 30, 2026. The contract between the Town and the awarded responder will govern the “term” of the engagement. The Town shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The Town will give the Vendor written notice of its intent whether to exercise each option by a duly authorized amendment.

2.6 Invoices

- a) Invoices must be submitted to the Town of Cary Accounts Payable in email on the Contractor’s official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.
- b) Invoices must bear the purchase order number to ensure prompt payment. The Vendor’s failure to include the correct purchase order number may cause delay in payment.
- c) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor.

2.7 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer’s responsibility to read the Instructions, the Town’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Proposers also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

3 SCOPE OF SERVICES

The selected vendor will provide professional services to conduct a comprehensive outside plant assessment of the Town’s municipal optical fiber infrastructure. The Town anticipates the work being organized into the following phases, though proposers may recommend modifications or alternative approaches based on best practices:

3.1.1 Comprehensive Field Survey

The vendor will conduct a comprehensive survey of the outside plant, using real time kinematics (RTK) GPS or equivalent technology to record precise locations of all assets. The survey must include detailed condition assessments, photographs, and documentation for:

3.1.2 Vaults and Handholds

- a) Record GPS location (lid and vault base)
- b) Document lid ID marker, interior condition (dry/wet, freeze damage), conduit count/sizes, and fiber cable count/sizes
- c) Identify cable tags, ownership (Public Safety, IT, third-party), cable type, date, and serial/marker
- d) Record splice closures, storage loops, tracer wires, ground wires, and visible damage or safety issues
- e) Provide digital photos of the vault with lid on (exterior, interior, surrounding area)

3.1.3 Path Between Vaults

- a) Verify tracer wire presence and conduit depth (spot-checked)

- b) Record path length and anomalies in routing

3.1.4 Utility Poles with Fiber Attachments

- a) Verify equipment at each pole, record pole ID, and record GPS location of pole
- b) Document cable IDs, ownership, sequentials, make, date, and condition
- c) Photograph risers, lashings, slack loops, snowshoes, and anchors
- d) Assess splice closures, accessibility, damage, and safety concerns

3.1.5 Splice Closures

- a) Record make/model, condition, penetration seals, hardware, and splicing trays
- b) Document all ingress/egress cables, buffer tubes, splicing details, and orphaned strands
- c) Verify proper bend radius and absence of micro-bends or physical damage
- d) Provide photos of closures and trays

3.1.6 Building Penetrations to Demarcation Panels

- a) Verify seals, evidence of intrusion, and code compliance (plenum transitions, conduit use)
- b) Record cable sequentials, service loops, damage, safety concerns, and splicing details

3.1.7 Patch Panels

- a) Document make/model/ID tags, connector types, splicing/patching diagrams, mounts, and dust covers
- b) Assess buffer tube mounting, bend radius, and evidence of damage
- c) Identify unused cross-connects and free up those resources.

3.1.8 Cable Integrity Testing

- a) Conduct Optical Time Domain Reflectometer (OTDR) testing on all terminated but unused strands accessible at demarcation patch panels.
- b) Provide an overall condition assessment with OTDR traces as supporting data.
- c) Produce end-to-end splice diagrams, mapping all circuits, fusion splices, and cross-connects.
- d) Validate unused circuits/strands, documenting OTDR traces for verification.

3.1.9 Documentation, Mapping, and Integration

The vendor will deliver turnkey documentation and integration services:

- a) Create GIS-based maps of the entire optical fiber network (fiber routes, splice points, junction boxes, poles, facilities).
- b) Ensure compatibility with ESRI and municipal GIS/asset management systems.
- c) Deliver comprehensive mapping reports, metadata, and high-resolution visuals.
- d) Provide all raw field data (survey files, OTDR traces, photographs) in native digital formats.
- e) Procure, install, and configure a CPMS platform (Patch Manager Software or equivalent), and import collected field data.
- f) Verify bidirectional API functionality for integration with Town systems.

3.2 Deliverables

The vendor shall provide a comprehensive assessment report with findings and prioritized recommendations in addition to the following:

- a) ESRI-GIS compatible maps and high-resolution visuals.
- b) Raw field data package (survey files, OTDR traces, photographs).
- c) Hierarchical list of violations/issues with “must/should/could” prioritization.
- d) Need to include an outline what we want to see in an Anomaly report.
 - i. OTDR detected loss across a patch greater than 0.5dB
 - ii. OTDR detected loss across fusion-splice greater than 0.3dB
 - iii. OTDR trace show evidence of microbands or strands discontinuity along the cable path that cannot be otherwise accounted for
- e) Minimum Data Package Requirements:
 - i. Geospatial positioning: Centimeter-level accuracy derived from RTX technology or equivalent.
 - ii. Photographic documentation:
 - a. A context photo showing the asset’s location within its surroundings (e.g., road, parking area, or building face) to enable visual identification by non-technical staff.
 - b. Close-up images depicting markings, attachments, and labels.
 - iii. Internal or open-view photos showing internal components and cable configurations where applicable.
 - iv. Dimensional and structural data: For example, conduit size, orientation, and depth where measurable.
 - v. Connectivity and nomenclature data: Including labeling, cable and microduct sequences, and any splice, buffer-tube, or strand identifications visible at the point of inspection.
 - vi. Condition and compliance notes: Description of deficiencies, safety concerns, or violations identified during inspection, prioritized as:
 - a. Immediate safety concerns (e.g., missing handhole lid, exposed cable, or tripping hazard); and
 - b. Corrective actions to be scheduled (e.g., missing tracer wire, improper labeling, damaged closures, or deformed components).

Example: *For an underground handhole serving a facility entry, the Town would expect the following at minimum:*

- One or more context photos showing the handhole’s location relative to permanent landmarks.
- Close-up image of the lid and visible markings.
- RTX-derived coordinates (centimeter-level) of the lid and, if accessible, the floor of the handhole.
- Photos and notations of conduit penetrations, cable entry points, and splice closures.
- Identification of cables and fibers entering the handhole, including sequences and slack loops.
- Conduit dimensions and counts, to enable calculation of spare capacity.
- Photos of splice trays and diagrams illustrating splice allocations and unused fibers.
- Notes on deficiencies or anomalies discovered during inspection.

3.2.1 Milestones

- Completion of field survey and OTDR testing.
- Submission of draft documentation.
- Delivery of final assessment, anomaly report, and mapping report.

3.2.2 Constraints

- Compliance with all applicable local, state, and federal regulations.
- Coordination with Town departments and partner agencies to minimize disruptions.
- Compliance with pedestrian and vehicular traffic control standards during fieldwork.

Safety-first approach in all activities.

3.3 Environmental and Regulatory Constraints

All work must comply with all local, state, and federal regulations regarding fiber optic installations and construction activities. Note that necessary environmental assessments may be required based on the locations of the network.

3.4 Town Interfaces

Vendor must maintain regular communication with the municipality’s IT and infrastructure departments to ensure alignment with ongoing projects. This can be in the form of scheduled progress meetings with municipal stakeholders to review findings and updates or vendor provided status update documents.

4 COST PROPOSAL/EXECUTION OF PROPOSAL

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential contractor has read and understands the conditions set forth in this RFP to include the Town general conditions/service terms, any addenda, and all attached exhibits and agrees to them with no exceptions.

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date _____

5 REFERENCES

Offeror **must** supply (3) three Governmental Agency or Private Company references for Fiber Assessment services have been performed during the past (5) five years. Offerors are cautioned to provide accurate reference information. References will be checked during evaluation period.

OFFEROR: _____

CITY, STATE, ZIP: _____

Reference # 1

Agency or Firm Name: _____

Business Address _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number: (____) _____ **Fax Number:** (____) _____

Email Address: _____

Reference # 2

Agency or Firm Name: _____

Business Address _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number: (____) _____ **Fax Number:** (____) _____

Email Address: _____

Reference # 3

Agency or Firm Name: _____

Business Address _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number: (____) _____ **Fax Number:** (____) _____

Email Address: _____

INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY**: It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **ACCEPTANCE AND REJECTION**: The Town reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
3. **BASIS FOR REJECTION**: The Town reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the Town, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the Town.
4. **EXECUTION**: Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **ORDER OF PRECEDENCE**: In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low): (1) The Agreement for Contracted Services Terms, (2) RFP Terms, (3) Instructions in INSTRUCTIONS TO VENDORS, and (4) Vendor's Proposal.
6. **INFORMATION AND DESCRIPTIVE LITERATURE**: Vendor shall furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.
7. **MINORITY WOMEN BUSINESS ENTERPRISES (MWBE)**: The Town invites and encourages participation in this procurement process by minority women business enterprises (MWBE) in accordance with North Carolina General Statute 143-129.
8. **DIVERSITY AND INCLUSION**: The Town encourages vendors to have a diverse and inclusive project team involved in all aspects of this project.
9. **CONFIDENTIAL INFORMATION**: To the extent permitted by applicable statutes and rules, the Town will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

10. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative therein, concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the Town directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the Town, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
11. **WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Town.
12. **INFORMAL COMMENTS:** The Town shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Town during the competitive process or after award. The Town is bound only by information provided in this RFP and in formal Addenda issued through the eVP website.
13. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the Town will not reimburse any Vendor for any costs incurred prior to award.
14. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
15. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.
16. **INSPECTION AT VENDOR'S SITE:** The Town reserves the right to inspect, at a reasonable time, the equipment/item, plant, or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary, for the Town determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

AGREEMENT FOR CONTRACTED SERVICES

This Agreement for Contracted Services (“Agreement”) is made by and between the Town of Cary, a North Carolina municipal corporation (hereafter, “Cary”) and _____, a [corporation] [limited liability corporation] [other – fill in] (hereafter, “Contractor”).

RECITALS

WHEREAS, Cary desires to procure a contractor to perform services; and

WHEREAS, Cary has completed necessary steps for retention of (Type of Service Provided) under applicable Cary policies; and

WHEREAS, Cary has agreed to engage the Contractor, and the Contractor has agreed to contract with Cary, for performance of services as described, and according to the further terms and conditions, set forth herein.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

ARTICLE 1 EFFECTIVE DATE AND SCOPE OF SERVICES

- 1.1 The Recitals are incorporated into Agreement. This Agreement shall be effective upon execution by both parties (“Effective Date”).
- 1.2 This Agreement is for _____ services to be provided by Contractor with respect to the Project known as _____, located in the Town of Cary, North Carolina, and generally consisting of _____. Contractor shall provide all services including reports and other deliverables as described herein and in Attachment A, attached hereto and incorporated herein by reference (“Basic Services”). Contractor shall also provide Additional Services as may from time-to-time be agreed upon by written amendment to this Agreement (“Written Amendment”). Basic Services and Additional Services are collectively referred to as “Contractor Services” or “Services.”
- 1.3 Basic Services shall commence after Effective Date and Contractor’s receipt of a Notice to Proceed from Cary and shall be performed in accordance with any schedule contained in Agreement (sometimes “Milestone Dates”).

- 1.4 The term of this Agreement shall be for a period beginning on Effective Date and ending on [date] *and/or* [written acceptance of the completed Services by Cary] *and/ or* [successful completion of any required correction period by the Contractor].
- 1.5 Contractor represents and agrees that now and continuing for the term of Agreement, Contractor:
- a. is experienced, qualified, skilled and fully capable of performing Services in a competent and professional manner;
 - b. shall exercise reasonable care and diligence, and shall act in the best interest of Cary;
 - c. shall act in accordance with generally accepted standards of Contractor’s practice applicable to the locality; and shall comply with this Agreement and with all applicable federal, state and local laws, ordinances, codes, rules and regulations (collectively ‘Laws and Regulations’);
 - d. possesses all necessary qualifications, licenses and certifications;
 - e. shall perform in a timely manner and in accordance with all Milestone Dates or other schedules required under this Agreement, time being of the essence;
 - f. shall work in good faith with Cary to meet requirements imposed by the federal or state government or other funding entity if grants are used to fund any portion of Project; and,
 - g. shall assure that the individual(s) signing Agreement have the right and power to do so and bind Contractor to the obligations set forth herein and such individuals do so personally warrant that they have such authority.

ARTICLE 2 RESPONSIBILITIES OF CONTRACTOR

2.1 Standard of Care

2.1.1 Contractor shall assure that all drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases, and other documents and all deliverables (“Documents and Deliverables”) prepared by Contractor are in accordance with all Laws and Regulations.

2.1.2 Contractor shall be responsible for all errors or omissions in Documents and Deliverables and shall correct at no additional cost to Cary any and all errors, omissions, discrepancies, ambiguities, mistakes, or conflicts in the Documents and Deliverables. Contractor shall reimburse Cary for the aggregate cost to Cary for all errors and omissions of Contractor.

2.1.3 In addition to any other damages that might be due to Cary hereunder in connection with the breach of this Agreement by Contractor, Contractor shall reimburse Cary for costs, damages, and expenses that are the result of errors, omissions, or delays of Contractor, including those of Contractor’s subcontractors.

2.1.4 Contractor shall expedite and accelerate its efforts as necessary to perform in accordance with this Agreement at no additional cost to Cary, if Cary reasonably determines that Contractor is behind schedule.

2.2 Key Personnel and Subcontractors. No changes in Contractor's personnel or subcontractors designated in Attachment A as those who will provide Services shall be permitted except with the prior written consent of Cary, which consent shall not be unreasonably withheld. Such replacement personnel and subcontractors shall have the same or higher qualifications and experience as those being substituted. If Contractor provides any Services through the use of subcontractors, Contractor shall be solely responsible for all aspects of subcontractor(s) conduct and performance. Additionally, Contractor's contracts with subcontractor(s) shall include a provision that, in the event this Agreement is terminated for cause by Cary, Cary may take assignment of such contract of Contractor with their subcontractor. If Cary notifies Contractor in writing that any person on the Project appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Project and shall not again be employed on it except with the prior written consent of Cary. No automatic term or Milestone Date extension will be granted for replacement of such personnel or subcontractors.

2.3 Taxes, Permits and Licenses. Unless otherwise provided, Contractor is responsible for all applicable taxes and license fees and shall acquire all licenses and permits required by Laws and Regulations.

ARTICLE 3 COMPENSATION FOR SERVICES

3.1 Compensation for Basic Services.

The Total Fixed Fee for Basic Services, which is a not to exceed contract amount, is [insert \$ written in words] (\$ total contract amount) unless changed by duly authorized written amendment.

(If there is a breakdown of payment (monthly, milestones etc) it can be placed here to reference an attachment)

Payments for Services that have been satisfactorily completed will be made by Cary within thirty (30) calendar days of receipt of an acceptable Invoice. In the event Cary finds any part of an Invoice not to be acceptable, it shall identify to the Contractor the part or parts which are not acceptable and shall pay the part or parts of the Invoice which are acceptable. Cary shall have the right to deduct from payments to the Contractor any costs or damages incurred, or which may be incurred, by Cary as a result of the Contractor's failure to perform the Services, following reasonable notice and opportunity to cure such nonperformance by Contractor. **For prompt payment all invoices must include the Purchase Order Number. Submit invoices to TOWN OF CARY, PO BOX 3052, OREM, UT 84057 or electronically to TownOfCaryAP@IPayables.com**

as a PDF attachment. Invoices not submitted following these instructions will result in delayed payment.

3.2 Compensation for Additional Services. Additional Services shall be as set forth in Written Amendment. Payments for Additional Services that have been properly approved and satisfactorily completed will be made by Cary within thirty (30) calendar days of receipt of an invoice that is in form and substance acceptable to Cary. In the event Cary finds any part of an invoice not to be acceptable, it shall identify to the Contractor the part or parts which are not acceptable and shall pay the part or parts of the invoice which are acceptable, if any. Cary shall have the right to deduct from payments to Contractor any costs or damages incurred, or which may be incurred, by Cary as a result of Contractor's failure to perform any Service, following reasonable notice and opportunity to cure such nonperformance by Contractor. Unless otherwise agreed, compensation shall be on a time-spent basis at the hourly rates shown in Attachment A.

3.3 Reimbursable Expenses. There are no reimbursable expenses.

[OPTIONAL use only if the parties agree that there are reimbursable expenses:]

Reimbursable expenses are set forth on Attachment A. Cary shall reimburse such expenditures up to amounts authorized by Cary to the extent such expenses are reasonable and actually incurred by Contractor. Contractor shall not be entitled to any mark-up on actual expenses incurred.

3.4 Accounting Records and Other Records. Accounting records of Contractor's compensation for Services and Additional Services (and Reimbursable Expenses, if permitted under this Agreement) shall be maintained by Contractor in accordance with generally accepted accounting practices and shall be available for inspection and copying by Cary at mutually convenient times for a period of three (3) years after termination of this Agreement.

ARTICLE 4 RESPONSIBILITIES OF CARY

4.1 Cooperation and Coordination. In addition to being responsible for the duties set forth as duties or responsibilities of Cary, Cary may designate, in writing, a person to act as project manager who shall coordinate the project work and who shall be available during working hours as often as may be reasonably required to render decisions within guidelines established by the Town manager and to furnish information. Cary shall examine documents submitted by Contractor and shall make reasonable efforts to render timely decisions pertaining thereto so as not to unduly delay the orderly progress of Contractor's Services.

ARTICLE 5 INSURANCE

5.1 Insurance. Contractor and Contractor’s permitted subcontractors shall purchase and maintain during the term and for three years after the termination of this Agreement insurance for protection from claims under workers' or workmen's compensation acts including bodily injury, sickness, disease or death of any of Contractors’ employees or subcontractors as required by state law; Commercial General Liability Insurance (including contractual liability and completed operations, explosions, collapse, and underground hazards coverage) covering claims arising out of or related to bodily injury and to real and personal property; Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, covering bodily injury or death, and property damage when vehicles are used in performance of work or coming onto Cary premises; Cyber Liability Insurance (if applicable) covering infringement, information theft, release of private information, damage, destruction and alteration of electronic information, extortion, network security, breach response costs, and regulatory fines; and Professional/Errors & Omissions Liability Insurance (if applicable) covering professional services and claims arising out of or related to Contractor’s performance under this Agreement.

Minimum limits of insurance coverage are:

General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Commercial Automobile Liability	\$1,000,000 CSL
Commercial Excess/Umbrella Liability	\$1,000,000 per occurrence
Workers’ Compensation	Statutory Limits
Employer’s Liability	\$500,000 per occurrence
Professional Liability (if applicable)	\$1,000,000 per claim

The Contractor may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to Cary.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Insurers

The minimum insurance ratings for any company insuring the Contractor shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, Cary may, at its option, require the Contractor to purchase insurance from a company whose rating meets the minimum standard. Contractor’s insurance carrier(s) shall be authorized to do business in the state of North Carolina. If Contractor is unable to find an authorized carrier for any line of insurance coverage, Contractor shall notify Cary in writing.

Additional Insured Status

All insurance policies (except Workers Compensation, Cyber and Professional Liability) shall name Cary, its elected officials, officers, employees, and volunteers as an additional insured.

Notice of Cancellation

Each policy shall provide that Cary shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's limits are exhausted, Contractor shall procure substitute insurance so as to assure Cary that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary

Contractor's insurance coverage shall be primary for any claims related to this agreement.

Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against Cary, its agents or agencies, it being the intention of the parties that the insurance policies shall protect Cary and be primary coverage for any and all losses covered by the policies.

Verification of Coverage

A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Agreement. Cary's review or acceptance of certificates of insurance shall neither relieve Contractor of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

Certificate Holder address should read:

Town of Cary
PO Box 8005
Cary, NC 27512-8005

Special Risks or Circumstances

Cary reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**ARTICLE 6
DAMAGES AND REMEDIES**

6.1 Services, Reimbursement, and Deductions.

6.1.1 Contractor shall reimburse Cary for costs, damages, and expenses, including reasonable attorney's fees and expert's fees incurred by Cary if such costs, damages, and expenses are the result of any error, omission, or delay of, or failure by Contractor to perform as required by Agreement.

6.1.2 In addition to any other remedies available to Cary, Cary shall have the right to deduct from payments to the Contractor any costs, damages, and expenses, including reasonable attorney's fees, that have been or may be incurred by Cary as a result of Contractor's failure to perform as required by Agreement.

6.2 Indemnities.

6.2.1 General Indemnity. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold Cary, its officers and employees, harmless from and against all claims, costs, charges, civil penalties, fines, losses, liabilities, and damages (including but not limited to reasonable professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by Contractor of any term or condition of this Agreement or Written Amendment, (b) any breach or violation by Contractor of any applicable Law or Regulation, or (c) any other cause resulting from any act or failure to act by Contractor under this Agreement or Written Amendment, but only to the extent caused by any negligence or omission of Contractor. This indemnification shall survive the termination of this Agreement.

6.2.2 Intellectual Property Indemnity. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold Cary, its officers and employees harmless from and against all claims, costs, charges, civil penalties, fines, losses, liabilities, and damages (including but not limited to all professionals' fees and charges and all court or arbitration or other dispute resolution costs), by whomsoever brought or alleged, arising out of or related to infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes, or products of a particular manufacturer expressly required by Cary in writing. If Contractor has reason to believe the use of a required design, process, or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall be responsible for such loss unless such information is given to Cary immediately upon becoming aware of such possible infringement. This indemnification shall survive termination of Agreement.

6.3 Non-Exclusivity of Remedies/No Waiver of Remedies. The selection of one or more remedies for breach of this Agreement shall not limit that party's right to invoke any other remedy available under this Agreement or by law. No delay, omission or forbearance to exercise any right, power, or remedy accruing to a party shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time-to-time and as often as deemed expedient.

6.4 Waiver of Damages. Contractor shall not be entitled to, and hereby waives any monetary claims for, or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any consequential damages.

**ARTICLE 7
AMENDMENTS TO AGREEMENT**

- 7.1 Changes in the Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration or any other term of this Agreement shall be made only by a Written Amendment executed by both parties. Cary may, without invalidating Agreement, make written changes in Services by preparing and executing a Written Amendment for review and execution by Contractor. Within three (3) days of receipt of such Written Amendment, Contractor shall notify Cary in writing of any change contained therein that Contractor believes significantly increases or decreases Services and request an adjustment in compensation with respect thereto. If Written Amendment significantly increases or decreases Services, the compensation may be equitably adjusted.

**ARTICLE 8
TERMINATION AND SUSPENSION**

- 8.1 Termination for Convenience of Cary. This Agreement may be terminated without cause by Cary and for its convenience upon ten (10) days written notice to Contractor.
- 8.2 Other Termination. After ten (10) days written notice to the other party of its material breach of the Agreement, this Agreement may be terminated by the noticing party, provided that the other party has not taken all reasonable actions to remedy the breach.

8.3 Compensation After Termination.

8.3.1 In the event of termination for the convenience of Cary, Contractor shall be paid that portion of its fees and expenses that it has earned to the date of termination, plus five percent (5%) of its Compensation for Basic Services earned to date or of its unearned Compensation for Basic Services, whichever is less, less any costs or expenses incurred or anticipated to be incurred by Cary due to errors or omissions of Contractor. Upon receiving notice of termination, Contractor shall immediately terminate any ongoing Services it is to provide hereunder.

8.3.2 In the event of termination by reason of a material breach of the Agreement by Cary, Contractor shall be entitled to the same compensation as it would have received had Cary terminated the Agreement for convenience, and Contractor expressly agrees that said compensation is fair and appropriate as liquidated damages for any and all costs and damages it might incur as a result of such termination.

8.3.3 In the event of termination by reason of a material breach of the Agreement by Contractor, Contractor shall be paid that portion of its fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by Cary due to errors or omissions of Contractor or by reason of Contractor's breach of this Agreement.

8.3.4 Should this Agreement be terminated for any reason, Cary shall nevertheless have the right to require Contractor to (a) turn over to Cary all finished or unfinished Documents and Deliverables and (b) expend such additional effort as may be necessary to provide to Cary reports and such other information and materials as may have been accumulated by Contractor in the performance of this Agreement, whether completed or in process. If Contractor provides such information as outlined above, Contractor shall be compensated in accordance with this Agreement.

8.4 Survival. Termination of this Agreement, for whatever reason, shall not terminate a party's representations and warranties nor nullify any indemnity hereunder.

8.5 Suspension

8.5.1 Cary may order Contractor in writing to suspend, delay, or interrupt all or any part of the Services for the convenience of Cary.

8.5.2 In the event Contractor believes that any suspension, delay, or interruption of the Services ordered by Cary may require an extension of the duration of Basic Services or an increase in the level of staffing by Contractor, it shall so notify Cary and propose an amendment to Agreement, which shall be effective only upon the written approval of Cary. In the event the duration of Basic Services is extended or shortened or the level of staffing by Contractor is increased or decreased, the Compensation for Basic Services may be equitably adjusted by Written Amendment.

8.5.3 A suspension, delay or interruption of the Services shall not terminate this Agreement; provided, however, that if such suspension, delay or interruption causes a suspension of Services for a period exceeding ninety (90) days, the Compensation for Basic Services may be equitably adjusted by Written Amendment.

ARTICLE 9 OWNERSHIP OF DOCUMENTS AND DELIVERABLES

9.1 Ownership of Documents and Deliverables. Cary shall be granted, at no additional cost, ownership of all drawings, specifications, plans, surveys, reports, technical memoranda, testing protocol, designs, electronic databases, and other documents or instruments identified as 'deliverables' herein or which, by their nature, are designed to be delivered to Cary under this Agreement. Contractor shall turn over to Cary in good unaltered condition, reproducibles as described in Section 10.8 of all Deliverables prior to final payment, if not delivered earlier hereunder, or within seven (7) days after termination if this Agreement is terminated for any reason. Contractor may retain one set of Deliverables for its records.

9.2 Termination. In the event of termination, for whatever reason, should Cary use drawings or other Documents or Deliverables for completion of the Project, Cary shall, to the extent allowed by law and covered by insurance, indemnify and hold Contractor harmless from and against any cost, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or

omission by Cary or a Contractor in connection with Cary's improper use (or misuse) of Documents and Deliverables.

- 9.3 Other Projects. Documents and Deliverables may be used by Cary for any reason not related to this Project without additional compensation to the Contractor. Such use of Documents and Deliverables by Cary for other projects shall be at the full risk of Cary and Cary shall indemnify and hold Contractor harmless, to the extent allowed by law and covered by insurance, from and against any costs, expense, damage or claim arising out of the loss of life, personal injury or damage to tangible property occasioned wholly or in part by any act or omission by Cary, its agents or employees, in connection with Cary's improper use (or misuse) of Documents and Deliverables.

ARTICLE 10 **ADDITIONAL PROVISIONS**

- 10.1 Dissemination of Information. Cary takes efforts to assure that accurate information about Cary is disseminated such that neither the public trust nor the public's perception of Cary impartiality is compromised. Contractor, mindful of those efforts, agrees that it shall not publicly disseminate any information concerning Services without prior approval of Cary. Any approval by Cary may be given with certain stipulations, such as Cary's participation in the creation of the public product or Cary's review and the option to refuse ultimate release of the final product should it fail to meet Cary's standards and goals. Publicly disseminate means but is not limited to electronic, video, audio, photographic or hard copy materials serving as, in whole or part, advertising, sales promotion, professional papers or presentations, news releases, articles, or other media products including social media, and/or Contractor's business collateral pieces. Notwithstanding the foregoing, the parties agree that Contractor may list Cary as a reference in response to requests for proposal and may identify Cary as a customer in presentations to potential customers.
- 10.2 Limited Assignment/Delegation. This Agreement shall bind Contractor and its successors and permitted assigns. Contractor shall not assign or transfer its rights or interest in this Agreement (including the right to payment), nor shall contractor delegate its duties under this Agreement, without Cary's written consent, which Cary may grant or withhold in its sole discretion. Cary's consent shall not release Contractor of any obligation under this Agreement and Contractor and permitted assigns shall be subject to all of Cary's defenses. Any attempt to assign this Agreement without the prior written approval of Cary shall be void. If Contractor utilizes approved subcontractors, Contractor shall be responsible for the scheduling, completeness, quality, accuracy and timeliness of all their work. Cary has the right to request that any subcontractor be replaced due to unsatisfactory performance.
- 10.3 Governing Law. The parties acknowledge this Agreement is a "business contract" subject to the provisions of N.C.G.S. Chapter 1G and agree that this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of laws provisions. The Parties further agree that any dispute arising from this Agreement shall be litigated in the courts of the State of North

Carolina and any and all suits or actions related to this Agreement shall be brought exclusively in Wake County, North Carolina. Service of process may be effected by delivery by any method permitted under the N.C. Rules of Civil Procedure on the office or individual specified in Paragraph 10.9 “Notice” or on any officer of the Contractor.

- 10.4 Dispute Resolution. No services shall be delayed or postponed pending the resolution of any dispute unless Cary otherwise agrees in writing. If and to the extent the Project is subject to the dispute resolution requirement of N.C.G.S. §143-128(f1), then Contractor shall participate in Cary’s dispute resolution process which shall be considered part of Basic Services unless specifically agreed otherwise herein.
- 10.5 Entire Agreement; Amendments. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, “clickthrough agreement”). This Agreement may be amended only by written amendment signed by both parties. Neither party may amend, or seek to amend, this Agreement by clickthrough agreement.
- 10.6 Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.
- 10.7 Conduct. Cary has adopted a Mission Statement and Statement of Values. To support these values, Cary has published *Working with the Town of Cary—A Guide for Temporary Employees, Contractors, Consultants, and Volunteers*. To the extent consistent with the terms and conditions of Agreement, Contractor agrees to support and abide by the policies and elements contained in the chapters titled ‘Our Culture’ and ‘Working with the Media’ in such publication.
- 10.8 Protocol for Documents and Deliverables. Contractor shall provide all Documents and Deliverables in electronic form to Cary in read-only MS-Windows compatible format (including either screen readable .pdf or HTML formats). All drawings shall be CAD generated and shall be provided on electronic media downloadable onto an AutoCAD based system. In order to meet US Justice Department standards for Internet accessibility, all Deliverables (draft and final) intended for presentation on the Town of Cary’s Web site must be provided in a manner and format compatible, consistent, and in compliance with all Cary technology standards. Such material must be provided in screen readable PDF or HTML versions, be screen-reader friendly and contain alternate text tags of no more than 34 characters. In the event that Contractor notices any errors in electronic data provided to Cary under this Agreement, Contractor shall immediately notify Cary, and if Contractor provided such electronic data, Contractor shall immediately replace same with correct versions thereof.
- 10.9 Notice. Whenever any provision of this Agreement requires the giving of written notice, it will be deemed to have been validly given if (i) delivered in person to the Project Manager, if to Cary, or to the Project Manager, or equivalent position, if to Cary, or to an

officer/member of the entity that is the Contractor, if to the Contractor, or (ii) delivered or sent by a nationally recognized overnight courier service or overnight express mail or registered or certified mail, postage prepaid, to Cary's or Contractor's address. The date of receipt of said notice shall be the date of such delivery, in the case of delivery in person, or three days after deposit when sent by courier or mail.

The notice address for Cary shall be:

Department
Town of Cary
PO Box 8005 / 316 North Academy Street
Cary, NC 27512

The notice address for the Contractor shall be:

[Redacted]

- 10.10 Gifts and Favors. Contractor shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including G.S. §14-234, G.S. §133-1, and G.S. §133-32.
- 10.11 Public Records; Confidential Records and Information. Contractor acknowledges that records made or received in connection with the transaction of public business are public records and subject to public records requests. Cary may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Contractor, Cary will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. §66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by Contractor, and that are otherwise entitled to protection under N.C.G.S. §132-1.2(1). Contractor shall make Cary aware of any public records requests made in regard to Services or this Agreement. If Contractor, its employees or subcontractors, during provision of Services, becomes aware of or has access to confidential records or information otherwise protected from disclosure by Federal or State law ("Confidential Information"), Contractor, its employees and subcontractors, shall not disclose any such Confidential Information.
- 10.12 Resolving Discrepancies. Except as otherwise stated in Agreement, the provisions of Agreement take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Agreement and the Attachments and the provisions of any standard, specification, manual, code or instruction of any technical society, organization or association (collectively "Other Standards"), provided that if any of the Other Standards impose a more stringent standard or obligation upon Contractor than in the Agreement, the Other Standard shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of this Agreement and the Other Standard.

- 10.13 Electronic Version of Agreement. Cary may convert a signed original of this Agreement to an electronic record pursuant to an approved North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of this Agreement shall be deemed for all purposes to be an original signed Agreement.
- 10.14 Verification of Work Authorization. Contractor, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.
- 10.15 No Third Party Beneficiaries. There are no third party beneficiaries to Agreement.
- 10.16 Independent Contractor. Contractor is an independent contractor and is solely responsible for its Services and the supervision of its employees and permitted subcontractors. All persons assigned by Contractor to provide Services pursuant to this Agreement shall, for all purposes of this Agreement, be considered employees of Contractor only. Contractor shall assume the sole and exclusive responsibility for the payment of wages to individuals for services performed under this Agreement and the withholding of all applicable Federal, State, and local taxes, unemployment insurance, and maintaining workers compensation coverage in an amount and under such terms as required by law. If Cary notifies Contractor in writing that any person providing Services appears to be incompetent, disorderly, or otherwise unsatisfactory to Cary, such person shall be removed from the project and shall not again be employed on it except with the prior written consent of Cary. No extension to any "Milestone Date" or completion date will be granted for replacement of such personnel or subcontractors.
- 10.17 Nondiscrimination. To the extent permitted by law, neither Party, their officers, employees, contractors, agents, successors, or permitted assigns, shall discriminate against any member of a protected class as defined by federal, state, or local law, including Wake County Code of Ordinances Section 34.01.
- 10.18 Pre-Audit Requirement. This Agreement has not been fully executed and is not effective until the Preaudit Certificate (if required by N.C.G.S. §159-28) has been affixed and signed by the Town of Cary finance officer or deputy finance officer.
- 10.19 Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit Cary's police powers or regulatory authority.
- 10.20 No Waiver of Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by Cary pursuant to N.C.G.S. §160A-485 or to in any way waive Cary's defense of governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of Cary shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve

any such officer, agent or employee from the performance of any official duty provided by law.

- 10.21 Further Assurances. Contractor agrees that it will cooperate with Cary and will execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as Cary may reasonably request from time to time in order to effectuate the provisions and purposes of Agreement.
- 10.22 Federal Funds. The Contractor shall make all necessary inquiries to correctly identify the source of funding for Agreement. If the source of funds for Agreement is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); Record Retention Requirements (2 CFR § 200.334); Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R § 200.216); and Domestic Preferences for Procurements (2 C.F.R § 200.323).
- 10.23 Principles of Interpretation and Definitions. In this Agreement, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. (2) References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (3) References to a “Section” or “section” or “paragraph” shall mean a section or paragraph of this Agreement. (4) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (5) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Agreement. (6) “Duties” includes obligations. (7) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (8) The word “shall” is mandatory. (9) The word “day” means calendar day. (10) Normal business hours means Monday through Friday from 8:00 a.m. until 5:00 p.m. Eastern Standard Time.
- 10.24 Emergencies. Notwithstanding anything else in this Agreement, while federal, state, or local state(s) of emergency are in effect, or when a public health emergency has been declared, Contractor shall comply with all guidance and recommendations of the Centers for Disease Control, the State of North Carolina, Wake County, or Chatham County, unless mutually agreed to by Cary and Contractor.
- 10.25 Electronic Signatures. Contractor acknowledges and agrees that the electronic signature application DocuSign may be used, at the sole election of Cary, to execute this Agreement and any associated documents. By selecting "I Agree," "I Accept," or other similar item,

button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, Contractor consents to be legally bound by the terms and conditions of this Agreement and that such act constitutes Contractor's signature as if actually signed by Contractor in writing. Contractor also agrees that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. Contractor acknowledges and agrees that delivery of a copy of this Agreement or any other document contemplated hereby, through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

Specifically incorporated into this Agreement are the following attachments, or if not physically attached, are incorporated fully herein by reference:

List Attachments here

In cases of conflict between this Agreement and any of the above incorporated attachments or references, the terms of this Agreement shall prevail.

Remainder of page left blank intentionally.

IN WITNESS WHEREOF, the Contractor has executed the foregoing with the signature(s) of its duly authorized officer(s), and Cary has executed with the signature of its Town Manager or Designee.

Contractor - Insert Name

By: _____
(signature)

Name: _____
(typed or printed name)

Title: _____

Date: _____

Town of Cary

By: _____
(signature)

Name: _____
(typed or printed name)

Title: _____

Date: _____

This instrument has been preaudited in the manner required by Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Date

Attachment A – Basic Services/Scope of Services

Any services described in Agreement as Basic Services are Basic Services to be provided to Cary by Contractor. Additionally:

- the Town of Cary’s Request for Proposals, entitled [REDACTED] Town of Cary Project [REDACTED], dated [REDACTED]; and Contractor’s Proposal entitled [REDACTED] and dated [REDACTED] further describe Basic Services. ***Use if Applicable**

- Basic Services are further described below and in Contractor’s attached Proposal.

**Attachment B –
Insurance Certificate**

[Attach Insurance Certificate Provided by CONTRACTOR prior to executing agreement.]