



REQUEST FOR PROPOSALS

RFP #354-UT26-12

Project Title: Utility Billing Customer Portal

Issue Date: December 2, 2025

Due Date: January 22, 2026, at 2:00 PM ET

Issuing Department: Utilities Department

Direct all inquiries concerning this RFP to:

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Assistant Director of Utilities

Email: Corrie.Bondar@carync.gov

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1 REQUEST FOR PROPOSALS

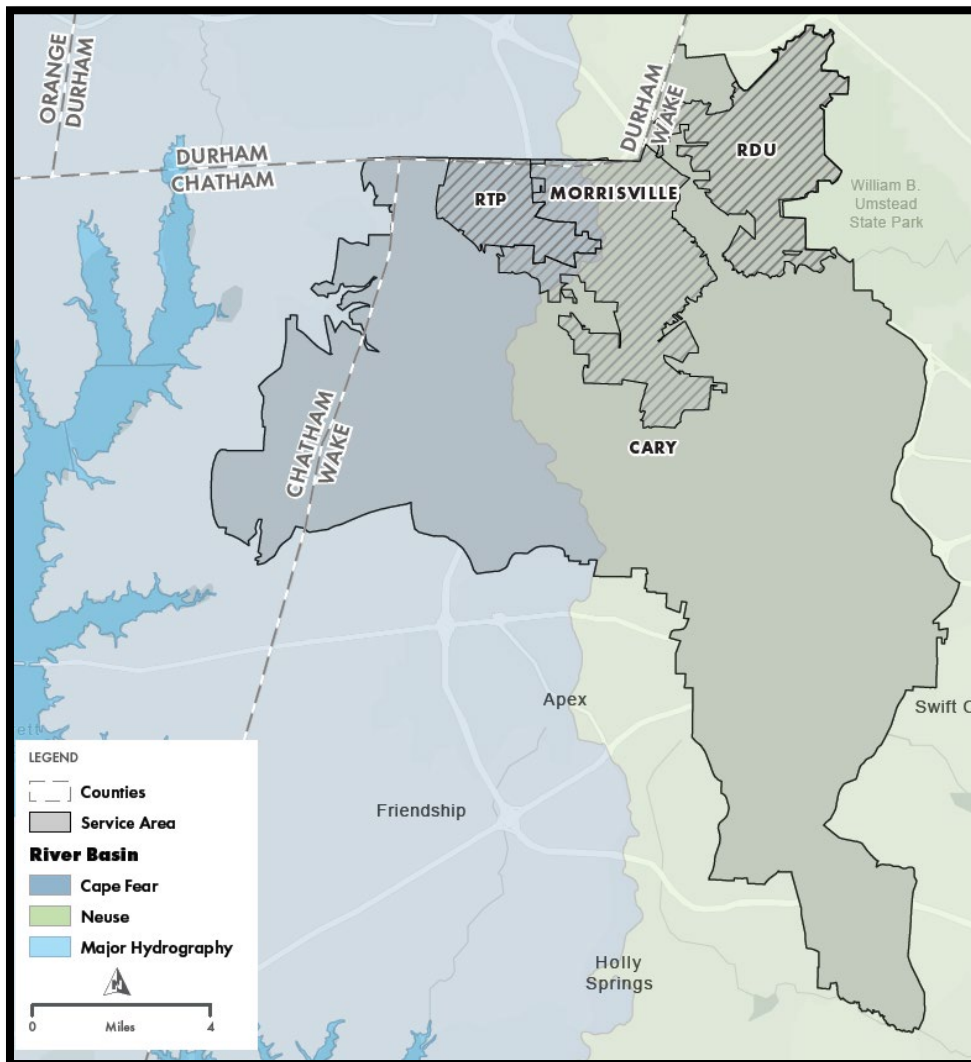
1.1 Introduction

The Town of Cary, NC (Cary), is seeking cost proposals and qualifications from prospective firms for the purchase, installation, support and integration services required for a new Utility Billing customer portal to serve Cary’s water utility customers. Cary serves an immediate population of approximately 191,000 and provides utility services to citizens and utility customers in Cary, Morrisville, Wake County’s portion of Research Triangle Park and the RDU International Airport, representing an overall service area population of 225,000. Cary’s utility billing system must be accessible to all citizens and utility customers and be scalable to support a potential future stormwater utility.

Cary’s Utility Billing System supports

- Billing of approximately 5.4 billion gallons of drinking water per year.
- \$90M in Revenue collected from water and wastewater utility services.
- 75,000 Automated Metering Infrastructure (AMI) Meters.
- 68,000 Customer Accounts.

Cary’s Utility Service Area: Cary, Morrisville, Wake RTP, and RDU Airport



A detailed scope of services is provided in Section 3 of this solicitation.

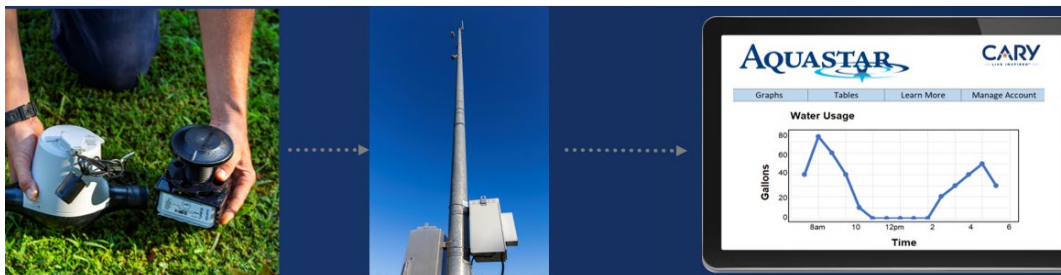
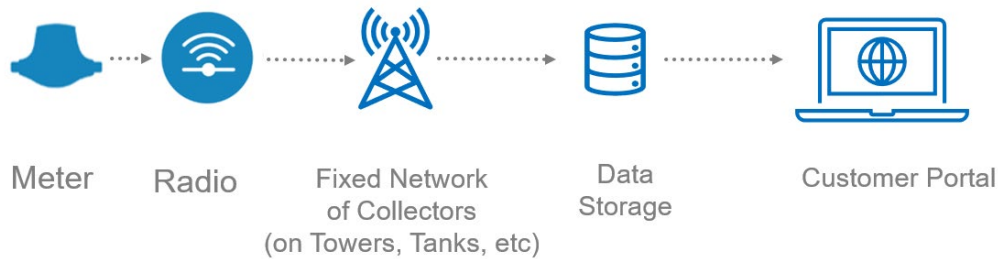
Information related to this solicitation, including any addenda, will be posted to the [North Carolina Electronic Vendor Portal \(eVP\)](#).

1.2 Purpose and Background

The purpose of this Request for Proposals is to formally solicit proposals that will be used to select a new customer portal to support Cary's Utility Billing transition to Oracle CCS.

Automated Metering Infrastructure, (AMI)

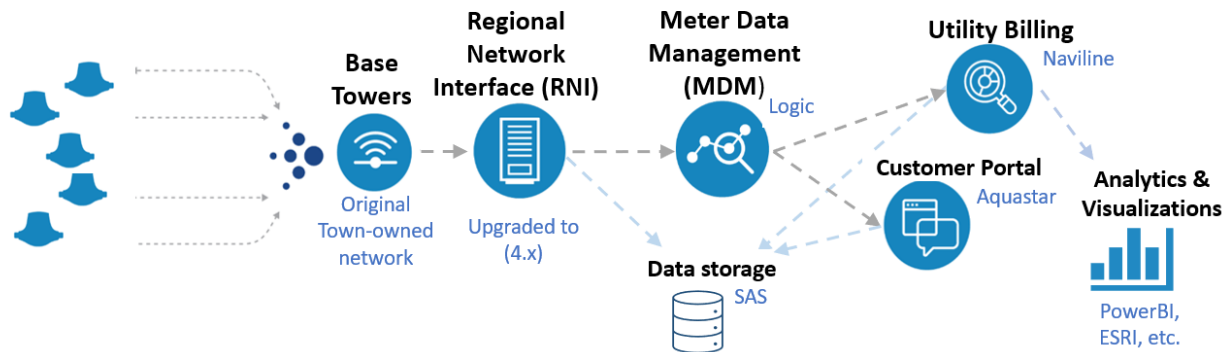
In 2011/2012, Cary implemented a fixed-network, Automated Metering Infrastructure, (AMI), system, which was among the first of its kind in our region. The AMI system has been operating well for nearly 15 years, and Cary staff are now in the final stages of replacing all the first-generation mechanical meters installed with the initial project. The AMI system operates solely with Sensus meters and Sensus radios. Cary's overall number of smart meters have increased by approximately 25% from an initial population of 60,000 in 2011/2012 to 75,000 in 2025.



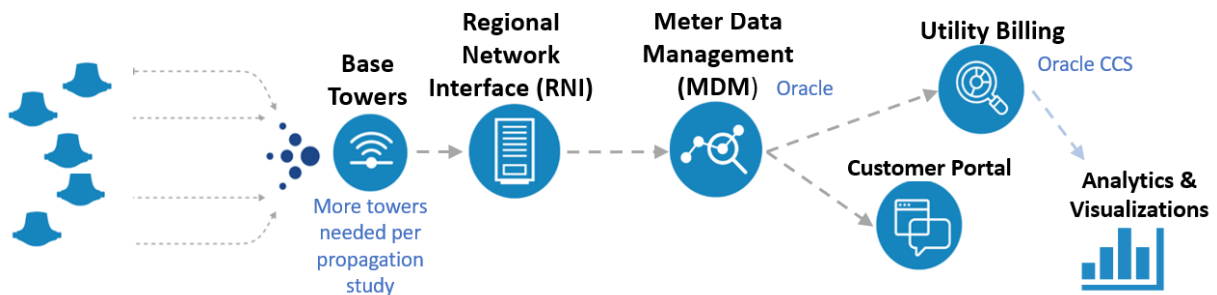
Aquastar Customer Portal

In 2013, Cary provided its current customer portal, known by the brand name of Aquastar. The customer portal is available for all of Cary's utility customers. Presently, the Aquastar registration rate is approximately 80%. Aquastar provides a custom platform that was developed specifically for Cary by the firm Planet J. A schematic view of how data is managed between our AMI meters and our legacy Naviline Customer Information System, (CIS) is shown below.

Legacy Data Management- Utility Billing



Future Data Management - Utility Billing



The Planet J [Aquastar](#) customer portal is the only such system used by Cary since AMI was implemented.

Some of the key features of Aquastar include

1. Water Usage Reporting
2. Ability to Make Payments via DigiPay
3. Usage Alerts via text (no longer available) and e-mail
4. Usage Reporting via Hourly, Daily, Weekly and Monthly Reads



Utility Billing

Cary provides water and wastewater utility services to citizens and utility customers in Cary, Morrisville, Wake County's portion of Research Triangle Park and the RDU Airport. Utility bills are provided once a month. Payments can be made via a variety of different methods.

1. **Online:** Citizens are invited to enroll in our **DigiPay/Aquastar portal**. Payments are accepted seven days a week, 24 hours a day. This includes ability to setup **automatic payments**.
2. **In Person:** Cash payments are accepted and automatically update when payments are made at the Customer Service Desk at any Walmart location (a \$2 fee applies). Payments are also accepted on workdays at Town Hall from 8:30 a.m. to 5:00 p.m. Our physical address is 316 N. Academy Street, Cary, NC 27513.

3. **Phone:** Payments are accepted by phone 24/7 or by speaking with a Citizen Advocate Monday through Friday 7 a.m. to 7 p.m. by dialing 311 or (919) 469-4000. We accept Visa, MasterCard, Discover, American Express, Debit Card and Check payments.
4. **Drop Boxes:** These brown boxes are located at the South Entrance Parking lot at Cary Town Hall and in the parking lot at Bond Park Senior Center. Payments are collected Monday through Friday only.
5. **Ebox Drop** – This is a virtual electronic box which allows for payment processing via the customer’s financial institutions.
6. **U. S. Mail:** Mailed payment are sent to our remittance address for processing

Town of Cary
 PO Box 71090
 Charlotte, NC 28272-1090

7. **Overnight Payment Option:** Payments, along with the customer’s payment stub, are sent to the remittance address.
8. **Apple Pay and Google Pay:** These options are being deployed later in 2025.

Bank Drafting is currently an additional option but will be phased out prior to customer portal implementation. Automatic payments will still be an option through the online portal.

Customer Relationship Management, (Salesforce)

In 2020, Cary implemented 311 service with Salesforce as our Customer Relationship Management (CRM) platform. 311 serves as a central line for all non-emergency services for Cary. Citizen advocates are available to answer questions for citizens and calls are logged, tracked and reconciled via cases in Salesforce.

Financials Enterprise Resource Planning System, (ERP)

In 2021, Cary embarked upon a multi-year project to modernize our financial systems. The first major part of the journey involved selecting Oracle as our comprehensive financial platform, with the goal of eventually managing all of Cary’s revenue, payments and collections through one consolidated platform. Oracle’s ERP system was implemented and began operating in 2024 and the system has recently completed its first full-year budget cycle.

Customer Information System, (CIS)

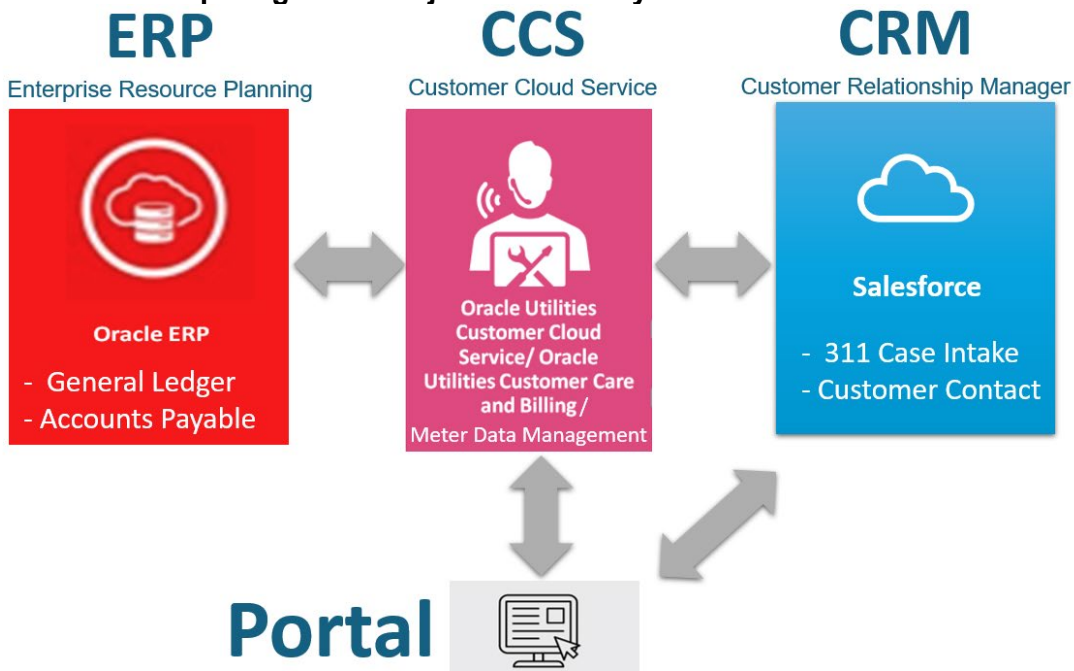
Cary’s legacy Customer Information System was serviced via a Central Square Naviline application. The Central Square Naviline application remains in service for Utility Billing until we GO LIVE with Oracle CCS.

In 2023, Oracle Customer Cloud System, (CCS), was selected for our future utility billing platform and to be our future Customer Information System (CIS). Cary began installing Oracle CCS in 2023 and the installation of Oracle CCS is nearly complete, although additional data conversions and integrations with our utility partners remain in progress.

Now that Oracle ERP and Oracle CCS have been installed, we are focused on the implementation of a modern customer portal that will better serve our citizens before we formally activate a GO LIVE date for Oracle CCS.

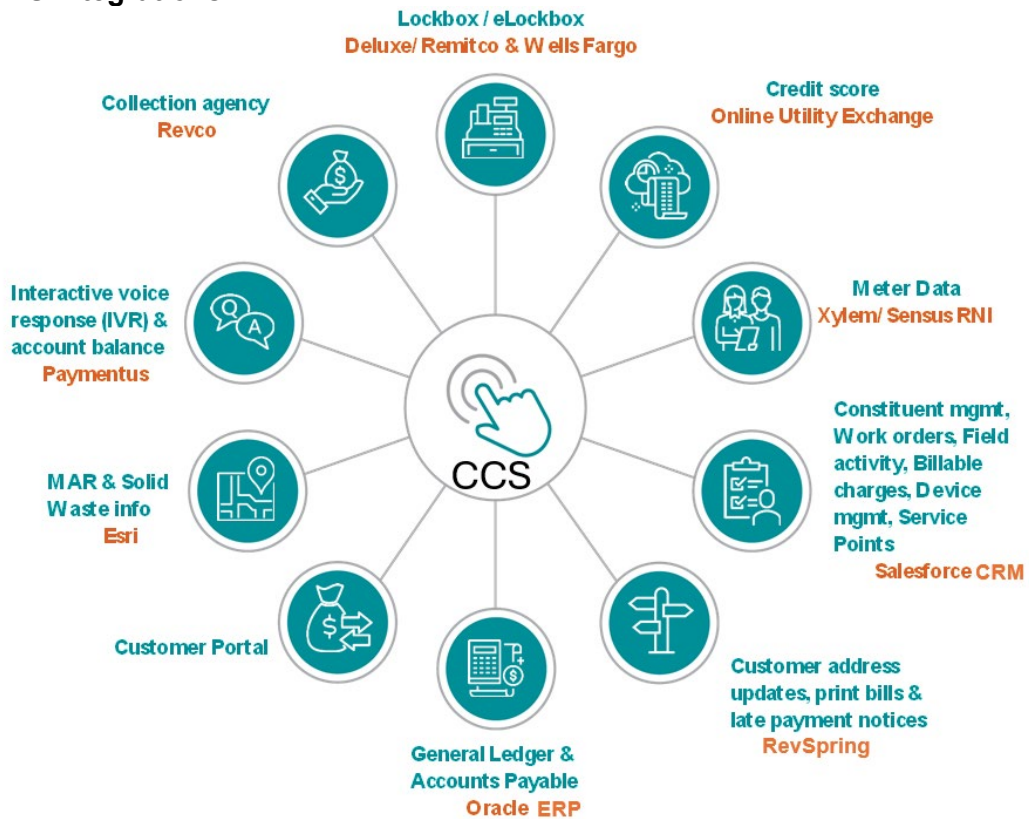
The following diagram shows the basic relationships between the ERP, the CCS and the CRM

CCS Relationship Diagram of Major Business Systems



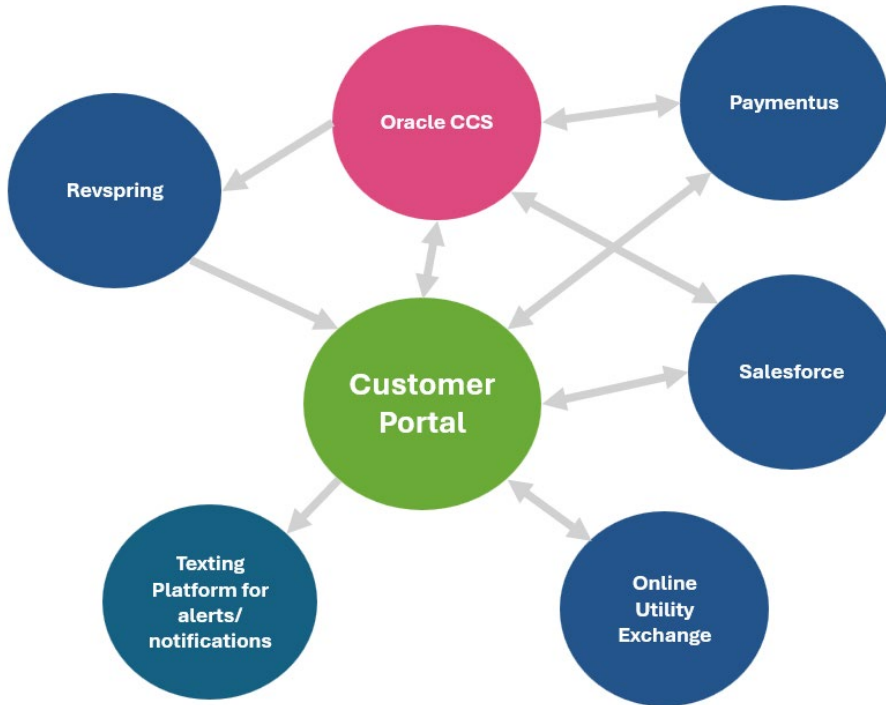
The diagram below provides an overview of the integrations related to CCS, followed by a diagram of integrations related to just the customer billing portal.

CCS Integrations



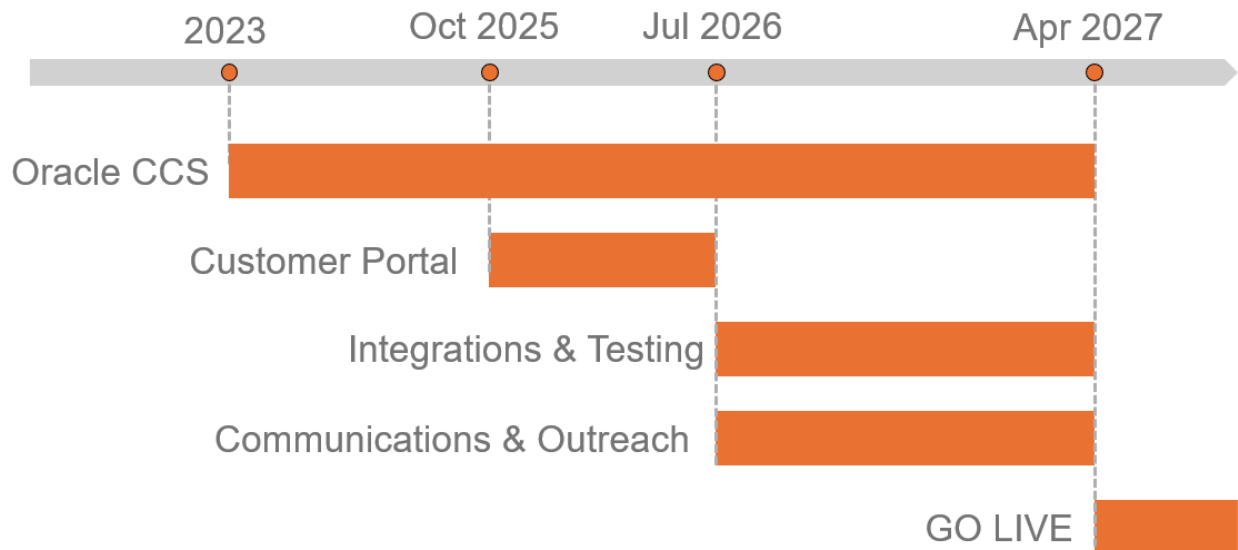
Finally, the following diagram shows only the integrations related directly to the utility billing portal

Customer Portal Integrations



As we contemplate the eventual GO LIVE date for Oracle CCS Utility Billing, our general plan is to complete the installation of a customer portal in 2026 and complete all remaining data conversions and integrations so that we can officially GO LIVE in 2027.

General Schedule for Implementation of Oracle CCS and a New Customer Portal



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 Principal Contract, 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 Principal Contract 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 Principal Contract 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 Principal Contract, 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	December 2, 2025	9:00 a.m.
Pre-Proposal Conference	December 18, 2025	11:00 a.m.
Proposers Written Questions Due	December 19, 2025	5:00 p.m.
Town Responses to Proposers questions	January 5, 2026	5:00 p.m.
Proposal Submission Deadline	January 22, 2026	2:00 p.m.

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

1.5 Pre-Proposal Conference

A NON-MANDATORY / PRE-PROPOSAL CONFERENCE / meeting for all prospective Proposers is scheduled for December 18 at 11:00 a.m. via Teams. Please email

Corrie.Bondar@carync.gov to request a meeting invitation and Teams link. Prospective Proposers are encouraged to submit written questions in advance. A summary of all questions and answers will be posted on the internet as an addendum, located under the RFP number being modified.

It is the Proposer's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

1.6 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 **Corrie.Bondar@carync.gov** by the date and time specified above. Vendors should enter "RFP #354-UT26-12: Questions" as the subject for the email. Questions 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, the 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.

1.7 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 Porta 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). An incomplete proposal may be eliminated from consideration at the discretion of Cary.

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

Respondents are cautioned not to make changes to any of the terms 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.

IMPORTANT NOTE:

Attempts to submit a proposal other than through the eVP website via facsimile (FAX) machine, telephone, or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.

1.8 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

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

2. Corporate Background and Experience

This section shall include background information on the organization and should give details of experience with similar projects. A list of three (3) references (including contact details and telephone numbers) for which similar work has been performed shall be included. 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.

3. Financial Statement

Cary reserves its rights to review financial statements of the short-listed firms to ensure financial stability of the selected firms prior to executing a contract.

4. Project Understanding, Approach and Schedule

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.

5. Team Organization, Experience and Certifications/Qualifications

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. Cost Proposal

The Itemized Cost Proposal shall be submitted and contain:

- Fixed Cost Pricing for Purchase, Installation, and Integration Services of Customer Portal
- Fixed Cost Pricing for 12 months of Startup Support
- Fixed Cost Pricing for Annual Maintenance Costs
- Hourly rates for any additional services
- TOTAL COST: A total not to exceed cost representing the maximum amount for all work to be performed based on your recommended implementation approach.

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 (0-3)	(a) x (b) Weighted Score
Cover letter / Letter of Commitment	10		
Experience with Customer Portal Implementation and Oracle CCS	15		
Team Organization, References (Past Experience), Successful Implementation	20		
Project Understanding, Approach and Schedule for Product Delivery	20		
Customer Portal Features, Integration Services, Testing, Training and Startup Support	20		
Itemized Fixed Cost Proposal	15		
Final Score			

Score Points

0- Missing or Does Not Meet Expectation

2- Meets Expectation

1- Partially Meets Expectation

3- Exceeds Expectation

2.3 Proposal Evaluation Process

Cary shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

Cary will conduct a One-Step evaluation of Proposals:

Proposals will be received from each responsive Vendor through the eVP website.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the submittal containing the proposals from each responding firm will remain sealed and opened at time of review. Interested parties are cautioned that these costs and their components are subject to further evaluation of completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, Cary's evaluators may request **oral presentations or discussion with any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the proposal**. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 2.2 EVALUATION CRITERIA, above.

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 or designee 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 Cary's decision. Price quoted must be held firm for 90 days after the RFP is due. Cary reserves the right to make an award without further discussion of the proposal submitted. Cary shall not be bound or in any way obligated until both parties have executed a contract. Cary 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 term of **two (2) years**, beginning on the date of contract award (the "Effective Date") as needed to complete installation, initial startup services, integration and support predicated on annual contract renewals in accordance with budget authorization and approval by Cary.

The Town shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to one additional one-year term for a total of three potential annual 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 covered, the deliverables provided, functional work completed, and the amount of fees due to the Vendor. Invoices without a proper functional work description and appropriate documentation will not be approved for payment.

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

Cary is seeking proposals from qualified firms to provide a new and modern customer portal that interacts with our Utility Billing Customer Information System (CIS), Oracle CCS. Salesforce will remain the Town's Customer Relationship Manager (CRM) and be the comprehensive source for communications a with a customer, including the utility billing communications.

3.1 Goal

Cary's primary goal is to provide a modern Utility Billing Customer Interface, under our Aquastar branding, that provides an exceptional citizen experience to our utility customers in Cary, Morrisville, Wake RTP, and RDU Airport and is flexible and scalable to accommodate future utility services such as a stormwater utility and can be updated annually with new and enhanced offerings and features.

3.2 Project Components

The project components have been organized into the following categories

- A. Kickoff and Product Delivery Roadmap
- B. Customer Portal Desired Features
- C. Integration with Cary's Business Systems
- D. Startup Services & Support
- E. Deliverables (to be included in the contract)

A. Kickoff and Product Delivery Roadmap

The customer portal is critical to our success with the transition to Oracle CCS. We expect the selected firm to develop their proposed Product Delivery approach into a written plan with an appropriate number of workshops with staff at key milestones. At a minimum the plan and approach should include the following.

- **Kickoff meeting with Cary staff** – Clarify expectations and discuss key schedule milestones including future workshops, data requests, etc. for a sound project management strategy.

- **User Acceptance Testing Strategy** identifies key stakeholders from Cary's team and provides more than 3 weeks' notice of any structured UAT events requiring calendar reservations. Cary prefers a coordinated UAT testing strategy and we'll need several weeks of advance notice to properly coordinate calendars with the required staff for a successful testing event. Acceptance testing may include citizen advisory boards and employees not directly involved with the project.
- **Customer Portal Staff Training Strategy** – Cary expects staff training to be accessible to all staff who will be providing support. This may require multiple sessions, internal web page resources, and video recording the training for future use. This should also include training for the administrators of the portal.
- **Written Integration Plan and Strategy** to ensure that we are successfully planning for the appropriate chronological sequence of operations for integrations development and support. This would include all the required configuration testing, troubleshooting and coordination for a successful implementation.
- **Transition Strategy and Plan** for seamless deployment of the new customer portal without creating undue service disruptions for Cary's citizens. Cary expects that transition strategy for the customer portal to align with the overall transition strategy for Oracle CCS. Specifically, we would expect the following processes to be planned with written processes and reports to minimize disruption for Cary's citizens and utility customers.
 - **Citizen's First Login** – Our first major opportunity for success or failure will be when our citizens login to the portal for the first time. We would like to ensure that we've preloaded the portal with their account information so that the portal recognizes our citizens at the very first login. We realize that upon a citizen logging in for the first time, they may need to change/update their login credentials. We very much prefer to minimize any disruption to our citizens at the first login attempt.
 - **New Customer – Service Startup** – Cary desires to create a more welcoming and inviting citizen experience for new customers. The customer portal is essential to achieving a seamless startup of utility services for new citizens and Cary utility customers. We expect a written process plan to ensure the customer portal achieves this important objective.
 - **Unique Customer Setup** – Cary has received several inquiries from our large campus facilities, utility partners, such as the Town of Morrisville, and our large institutional customers such as RDU Airport who would like to have a direct third-party administrator who can access water use data and metrics from the customer portal. This is not a service that is currently offered via the current version of Aquastar, but one that we consider very important to offer with a new customer portal.

B. Customer Portal Features

Proposer shall submit detailed information for their Utility Billing Customer Portal solution and their approach to implementing a Customer Portal Solution that integrates with Cary's existing business systems. The estimated time frame to implement a customer portal is approximately 4 to 6 months after the contract is signed. Desired features and preferred performance criteria include the following.

Ease of Use

- Cloud-based platform that works seamlessly with Oracle's Customer Cloud Service.
- Smart Phone Ready Platform including mobile layout and multiple browser compatibility
- Facilitate Single Sign On services

Basic Service & Payment Functions

- Ability to initiate new utility service through the portal.
- Ability to make payments through the portal, setup auto-pay, pay as a guest
- Ability for citizens and utility customers to request a payment plan for past due bills.
- Ability to provide an indication and summary for bills that have been estimated.
- Ability to see bill details and be readable on all devices.
- Ability to see past bills & usage for quick comparison & insights
- Ability to monitor usage reports - Hourly, Daily, Monthly, Annual.

Unique Customer Support

- Ability to support third party managers who are directly involved with utility billing.
- Ability for third party administrators for our municipal partners and campus facilities to manage their water use and to access water use data and reports, separately from the financial management and paying bills.
- Ability to easily export individual usage on multiple accounts and meters for customizable date range regardless of aggregation granularity
- Ability to link and pay multiple accounts, including ability for staff to setup and link accounts on behalf of customers.

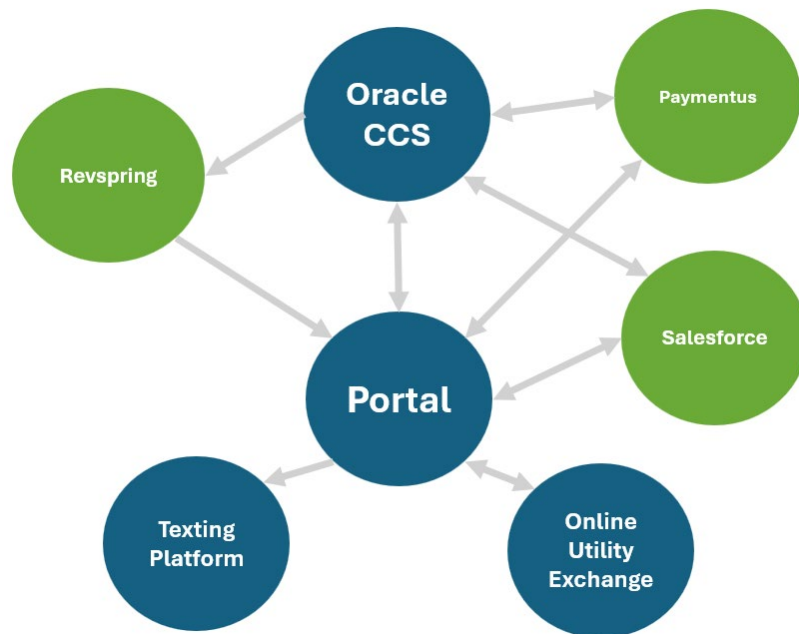
Customer Communications

- Ability to provide SMS and E-mail Alerts, and allow users to specify preference
- Ability to provide leak alerts and analysis to advise customers on detecting, fixing and preventing leaks.
- Ability to allow users to specify usage thresholds for alerts
- Ability to communicate with citizens on important billing updates, like Bill Due, autopay enrollment, disconnection etc.
- Ability to integrate with both Oracle CCS and Salesforce
- Ability for Cary 311 staff to interface with the portal from Salesforce
- Ability to provide enhanced communications features to our citizens and utility customers. Examples include water outage mapping, conservation tips and strategies, customized customer profile setup, water use patterns, annual reports and summaries, transacting potential customer incentives, two-way comms with 311 staff via the portal, and the ability to personalize communications based on customer segment, i.e. residential, commercial, third-party campus administrator, etc.
- Ability to interface with Salesforce to prevent duplicate customers and service requests. Salesforce is the Town's comprehensive CRM.
- Ability for Cary staff to toggle on/off certain features as needed to best support 311's case intake structures.
- Ability to support foreign languages.
- Ability to integrate with GIS for mapping outage reports, etc.

C. Integration with Cary's Business Systems

In order to have a successful implementation, it will be essential to integrate seamlessly with Cary's Utility Billing partners as follows.

- **Oracle CCS** – Customer Information System
- **Paymentus** – PCI Compliant Payment Processor (available 24 hours/7 days a week) provides interactive voice response (IVR) payments and account balance updates. Paymentus also supports receiving payments at the Walmart Customer Service Desk
- **RevSpring** – Utility Bill mailing and printing
- **Salesforce** – Customer Relationship Management System for 311
- **Online Utility Exchange** – Credit Scores
- **Texting Platform** – such as Twilio



D. Startup Services & Support

Cary is committed to a seamless transition from our Naviline-based Utility Billing platform to Oracle CCS with a modern and user-friendly customer portal that will provide guidance, support and training for our citizens and utility customers. As we advance toward a proposed GO LIVE date in Spring 2027, we prefer the entire billing system to be operational for several months in advance of GO LIVE for demonstrations, testing and a Soft Launch as part of our overall communications and rollout strategy. At this time, we would anticipate at least 1 full year of startup services and startup support that can be renewed annually for two additional years pending budget authorization and approval. Specifically, Cary is interested in the following startup services.

- **Testing Environment** and pre-launch access to support soft-start
- Cary **administrator and security services training**
- Customer **portal security plan** provided by the selected vendor and approved by Cary
- **Onsite support** for the first several months of GO LIVE as recommended by the selected firm.
- At least **one year of technical support** via phone and/or messaging for Cary staff who encounter challenges and difficulties with supporting our citizens.

- **Training** and citizen demonstration video(s) and presentations to be provided as part of the customer portal deployment.

E. Deliverables (to be included in the contract)

- Fully functional and completely integrated customer portal with Cary’s branding.
- Approved **Product Delivery Plan, Roadmap, and Approach** submitted via written report for Cary’s review and approval.
- Documentation of clarified expectations and meeting minutes for every meeting.
- **Security Assessment** and related certification documentation
- **Design Document** including integration design details submitted via written report for Cary’s review and approval. Design document should include integration strategy for onboarding Cary’s business systems to the new customer portal.
- Detailed **User Acceptance Testing Strategy and Plan** complete with all of the staff names and contacts along with pre-planned schedule milestones for advanced planning to be submitted as a written report.
- **QA test results** documenting the requirements and design were met
- **Customer portal staff training plan** submitted as a written report including administrative training
- **Transition plan** and strategy that minimizes any disruption of services to Cary’s citizens and utility customers to be submitted as a written report for approval by Cary’s team. Emphasis areas include the plan for when a citizen logs in to the portal for the first time along with a plan for new citizens requesting service when moving to Cary and third-party administrator privileges for utility partners, institutional customers and commercial campus customers.
- Staff **user guide** for navigating the new customer portal.
- **Staff internal web page** for supporting staff learning about the new portal.
- **Citizen-facing web pages** with resources and information about the new portal.
- Written **support plan** and strategy submitted to Cary for approval with contacts, resources, and milestones if there are different tiers/levels of support.
- Written **certification of completion** from the vendor that the customer portal has been installed, tested and ready for service.
- Written statement of warranty from the vendor.

3.3 Summary Table of Desired Portal Features

Requirement	Description
Integrations & Security	
Oracle CCS	Integrate with Oracle CCS to both push& pull records
Paymentus	Integrated with Paymentus (or have it's own payment engine with comparable capacities)
Bill Print Vendor	Provide ability to view PDF version of the bill from a 3 rd party website such as a bill print vendor. The Town currently uses Rev Spring as a bill print vendor.
Salesforce	Link to (or Integrate with) Salesforce for support/service request and case creation in addition to start/stop. Salesforce is the comprehensive source of customer communications and needs to remain the Town CRM (must be able to disable modules that don't integrate or pass through customer cases & communications).

Online Utility Exchange	Integration with Online Exchange to determine Identity and Credit Worthiness when starting service or making payment arrangements.
Texting Platform	Integration with 3rd party texting platforms (e.g., Twilio) that provide texting capabilities to other platforms in use across the town.
SSO/ Identity Provider	Integrates with 3rd party MFA identity providers (e.g., Okta) for both Customer and Staff login contexts using industry standard protocols (SAML, OIDC) for both desktop & mobile web-browsers.
Security	Follow cyber-security regulatory requirements and best practices including OWSAP scan for top 10 vulnerabilities.
Startup & Login	
Initial Login	Ease of on-boarding including ability to use old account at initial log-in
Start/Stop	Login Start page must clearly have start/stop service option (and integrates with CCS) and indicated the kinds of services available at the address entered
Mobile-ready	Smart Phone Ready Platform including mobile layout and multiple browser compatibility and screen sizes and devices types.
Basic Service & Payment Functions	
Make Payments	Ability to make payments through the portal, setup auto-pay, pay as a guest
Payment Plan	Ability for citizens and utility customers to request a payment plan for past due bills.
Estimated	Ability to provide a billing summary for when bills are estimated by Oracle CCS.
Bill Details	Ability to see bill details and be readable on all devices.
Comparative Insight	Ability to see past bills & usage for quick comparison & insights
Hourly Usage	Ability to monitor & export usage reports for hourly data, aggregated and for customizable date range with clarification of distinction from billing use.
Unique Customers	Ability to aggregate multiple accounts and designated users including payments and data view and exports.
Customer Communications	
Notifications	Ability to provide SMS and E-mail Alerts, and allow users to specify preference
Leak Alert	Ability to provide leak alerts and analysis to advise customers on detecting, fixing and preventing leaks. Ability to pull and send alerts generated from CCS, with ability for staff to control and manage which alerts types should pass through.
User Threshold	Ability to allow users to specify usage thresholds for alerts
Billing Notices	Ability to communicate with citizens on important billing updates, like Bill Due, autopay enrollment, Disconnection etc.
Translation	Ability to support foreign languages.
Outage Alerts	Ability to integrate with GIS for mapping outage reports, etc.

-----END OF SECTION 3: SCOPE OF SERVICE-----

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 TOC 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 which **customer portal implementation, integration, training, and testing 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 Principal Contract 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 [redacted], 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 [redacted] services to be provided by Contractor with respect to the Project known as [redacted], located in the Town of Cary, North Carolina, and generally consisting of [redacted]. 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 electronically to**

Submit.Invoices@carync.gov 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.

SAMPLE

**Attachment B –
Insurance Certificate**

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

SAMPLE