



**REQUEST FOR PROPOSALS**

**PWC2223062**

**MANAGED SERVICES PROVIDER FOR  
ORACLE UTILITIES APPLICATIONS**

**Date of Issue: June 15, 2023  
Submittal Deadline: August 24, 2023, 2:00 p.m.**

**Direct all inquiries concerning this RFP to:**

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## 1. INTRODUCTION

The Fayetteville Public Works Commission (hereafter referred to as PWC) is soliciting proposals for qualified vendors to provide managed services for Oracle's utility specific applications: Customer to Meter (C2M), Work and Asset Cloud (WACS), Mobile Workforce Management (MWM), and Oracle Field Services (OFS).

Managed services may include activities associated with the configuration, maintenance, interfaces, enhancements, development, and support of the in-scope applications, including: support of base application packages; application of patches; technical and functional assistance across applications; modifications for improvements in functionality; troubleshooting process and performance issues; development of minor enhancements required to meet all functional, regulatory and legal requirements; general support such as providing answers to functional and technical questions; and any related application related database administration/maintenance activities. PWC reserves the right to award contract(s) to one or more vendors, as determined to be in the best interest of PWC.

PWC anticipates awarding contract(s) by November 2023 with an expected start date of January 2024 for the selected vendor(s). The initial award will be for 12 months, with two (2) one year options to renew.

### PLEASE NOTE:

- PWC has also released an RFP for a managed services provider to support Oracle's enterprise business applications (EBS and Fusion Suites). Vendors are eligible to submit packages for one or both RFPs related to managed services. It is PWC's intent to award separate contracts to two different vendors; however, PWC reserves the right to award multiple contracts to a single vendor if they can document capacity to meet all requirements as stated in both RFPs. Vendors must indicate their preferred assignment on the Bid Proposal Summary Form.
- PWC will release an RFP for Oracle Fusion Cloud System Integrator Services in June 2023. Vendors are eligible to submit packages for the managed services RFP(s) and the System Integrator RFP. However, if a vendor does apply for more than one RFP, they must indicate their preferred assignment as it is PWC's intent to award contracts to separate vendors for managed services and the Oracle Fusion Cloud integration. Staff commitments must be clearly defined and documented in the proposals.

## 2. BACKGROUND

PWC operates as a public authority owned by the City of Fayetteville and is governed by four Commissioners appointed by the Fayetteville City Council. PWC manages, operates, and supervises three utilities – electric, water, and sanitary sewer services - serving more than 118,000 customers daily. See Appendix A for more information about PWC's staff, organization, and other key facts.

PWC has a fully deployed Automated Meter Infrastructure (AMI) network that includes approximately 180,000 water and electric meters. PWC has implemented a suite of Oracle applications and supporting applications as listed in Table 1.

Table 1

Oracle Utilities Applications	E-Business Suite (EBS) / Oracle Fusion
<ul style="list-style-type: none"> <li>• Mobile Workforce Management (MWM) ♦</li> <li>• Work and Asset Management (WAM) ♦</li> <li>• Work and Asset Cloud Service (WACS) ♦</li> <li>• Oracle Mobile Field Services (OFS) ♦</li> <li>• Customer to Meter (C2M)</li> </ul> <p>♦ WAM will be replaced with WACS and OFS in September 2023.</p>	<ul style="list-style-type: none"> <li>• E-Business Suite (Modules)*                             <ul style="list-style-type: none"> <li>○ Accounts Receivable</li> <li>○ Accounts Payable</li> <li>○ Fixed Assets</li> <li>○ General Ledger</li> <li>○ Payroll</li> <li>○ iSupplier</li> <li>○ iExpense</li> <li>○ iRecruitment</li> <li>○ Procurement</li> <li>○ Inventory</li> </ul> </li> <li>• Oracle Hyperion Planning*</li> <li>• Oracle Business Intelligence, Enterprise Edition (OBIEE)</li> </ul> <hr/> <ul style="list-style-type: none"> <li>• Oracle Fusion Financials*</li> </ul> <hr/> <ul style="list-style-type: none"> <li>• Oracle Fusion Human Capital Management (HCM)</li> </ul> <p>*These applications will be transitioned to Oracle Cloud services, beginning in January 2024.</p>
<b>Supporting/Integrated/Common Applications</b>	
<ul style="list-style-type: none"> <li>• Oracle Database                             <ul style="list-style-type: none"> <li>○ Oracle 11g</li> <li>○ Oracle 12c</li> <li>○ Oracle 19c</li> <li>○ Oracle DBaaS</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• WebLogic Server 11g – 12c</li> </ul>	
<ul style="list-style-type: none"> <li>• Service Oriented Architecture (SOA)</li> </ul>	
<ul style="list-style-type: none"> <li>• Oracle Integration Cloud (OIC)</li> </ul>	
<ul style="list-style-type: none"> <li>• Oracle Cloud Infrastructure (OCI)</li> </ul>	
<ul style="list-style-type: none"> <li>• Oracle Application Integration Architecture (AIA) Foundation Pack</li> </ul>	

The purpose of this RFP is to solicit proposals for Managed Services support for Oracle Utilities Applications (Customer to Meter, Work and Asset Cloud, Mobile Workforce Management, and Oracle Field Services), along with the integration points of other applications. The basic set of required services is the same for each application; however, more detail on each application is included in the Appendix.

### 3. TERMS AND CONDITIONS

3.1 This document provides general and specific information for use by vendor(s) in submitting a proposal to supply the Public Works Commission (PWC) with information technology goods and services as listed in this RFP in accordance with N.C.G.S.143.129.8. PWC's decision to award will be based on the proposal that offersthe best overall benefit to the PWC, taking into account pricing and other evaluation criteriaas stated in Section 7. PWC reserves the right to reject any or all proposals. Prior to awardof contract, the recommended vendor must enter into a Service Agreement with PWC (See sample in the Appendix).

### 3.2 ACCURACY OF RFP AND RELATED DOCUMENTS

The PWC assumes no responsibility for conclusions or interpretations derived from technical and background information presented in the RFP, or otherwise distributed or made available during the procurement process. In addition, the PWC will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the PWC other than those given in writing by the PWC through the issuance of addenda. In no event may a vendor rely on any oral statement by the PWC or its agents, advisors, or consultants.

### 3.3 PWC RIGHTS

The PWC, at its sole discretion, reserves the following rights:

- A. To supplement, amend, substitute, or otherwise modify the RFP at any time;
- B. To cancel this RFP with or without the substitution of another RFP;
- C. To reject any or all proposals produced in response to the RFP; to take any action affecting this RFP, this RFP process, or the Services or facilities subject to the RFP that would be in the best interests of the PWC;
- D. To issue additional requests for information, and/or;
- E. To require one or more vendor(s) to supplement, clarify or provide additional information in order for the PWC to evaluate the responses submitted.

### 3.4 EXPENSE OF SUBMITTAL PREPARATION

The PWC accepts no liability for the cost and expenses incurred by the vendor in response to this RFP, including preparing requests for clarification. Each vendor that prepares a Response shall do so at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the PWC for the costs and expenses associated with the Response.

### 3.5 TRADE SECRETS/CONFIDENTIALITY

Upon receipt at the PWC, your Response is considered a public record, except for material which qualifies as "Trade Secret" information under N.C.G.S. 66-152(3). Your Response will be reviewed by PWC staff and members of the general public who submit public records request.

THE RESPONDER IS REQUIRED TO IDENTIFY ALL CONTENT DESIGNATED AS A TRADE SECRET AS DEVINED PURSUANT TO N.C.G.S. 66-152(3) AND WHICH MEETS THE CRITERIA FOR CONFIDENTIALITY PURSUANT TO N.C.G.S. 132.1.2(1). ALL NOTED TRADE SECRETS MUST FOLLOW PROCEDURES NOTED BELOW AND REQUIRE ATTACHED DOCUMENTATION SPECIFYING HOW THE CONTRENT QUALIFIES AS A TRADE SECRET UNDER NORTH CAROLINA LAW. IF AN ENTIRE RESPONSE IS MARKED CONFIDENTIAL OR TRADE SECRET, IT WILL BE DISQUALIFIED FROM CONSIDERATION.

To properly designate material as "trade secret" under these circumstances, each vendor must take the following precautions.

- A. Any trade secrets submitted by vendor should be submitted separately in a sealed enveloped marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluation this Response,
- B. Offer documentation specifying how the content qualifies as a trade secret under North Carolina law, and

- C. The “trade secret” should be stamped on each page of the trade secret materials contained in the envelope.

## 4. SCHEDULE AND PROCESS

The following chart shows the schedule of events to prepare your organization’s response. The key events and deadlines for this process are as follows:

<b>DATE</b>	<b>EVENT</b>
June 15, 2023	Advertisement of RFP
July 17, 2023	Cut-off for Submitted Questions
August 24, 2023	Response Submission due by 2:00 p.m. on this date.
October 12, 2023	Presentations from top Bidders
November 30, 2023	PWC anticipates awarding contracts on or before this date
January 31, 2024	Vendors are expected to start on or before this date

Requests for information or clarification of this RFP must be made in writing and addressed to Shelby Lesane at: shelby.lesane@faypwc.com. Questions should reference the topic number. Vendor shall plainly mark the outside of the sealed envelope with the following information: **SEALED BID: RFP FOR MANAGED SERVICES – ORACLE UTILITIES APPLICATIONS**, vendor’s name, address, proposal due date, and time. Communication regarding this RFP via any medium other than the designated fax number or e-mail address, including phone, personal visits, etc., is prohibited.

Vendors shall provide seven (7) copies of the proposal. Vendors must also upload a PDF version of their complete proposal at:

[https://faypwc-my.sharepoint.com/:f/g/personal/scriptuser\\_faypwc\\_onmicrosoft\\_com/EnDeLaGan-BLhtsWVG5yQroBdBdfM-YW22vGTdP4d7sAMA](https://faypwc-my.sharepoint.com/:f/g/personal/scriptuser_faypwc_onmicrosoft_com/EnDeLaGan-BLhtsWVG5yQroBdBdfM-YW22vGTdP4d7sAMA)

Please do not upload individual documents.

\*Please note vendors are required to submit hard copies for this RFP to be considered. PWC will accept sealed proposals until 2:00 PM (ET), August 24, 2023, in the PWC Procurement Office, 1<sup>st</sup> floor, PWC Administration Building, 955 Old Wilmington Road, Fayetteville, NC 28301. Proposals received after the stated date and time will not be considered and will be returned to the vendor unopened. Electronic proposals will not be accepted via email.

## 5. PROPOSAL CONDITIONS

5.1 Proposals must include the following information:

5.1.1 **Cover Letter** signed by an authorized individual who commits to the terms and conditions of the company’s proposal.

5.1.2 **Executive Summary**, not to exceed two (2) pages. Include a description and history of the company, services provided, and explanation of how the proposed services/solution best fits PWC’s needs.

5.1.3 **Statement of Qualifications** to demonstrate ability to meet RFP requirements:  
A. Include a description of office location(s), organizational structure, number of years in business, and annual revenue.

- B. Demonstrate capacity to fully perform all scope requirements, including experience, reliability, staffing resources, competent subcontractors, and financial stability.
- C. Demonstrate understanding and experience of executing best practices related to providing managed services to support Oracle applications.
- D. Provide names, qualifications, and percentage of time commitment for staff or other resources that will be assigned to PWC for this project. PWC reserves the right to accept or reject any proposed assigned staff or subcontractor.
- E. Provide resumes of project team members, to include subcontractors. Include time/experience with the subcontractor.
- F. Provide a total number of W2 full-time, 1099 contract, subcontract, and any outsourced and offshore resources (Full-time/Contractors) assigned to this project.
- G. Provide an organizational chart to demonstrate how the project team fits within the larger organization.
- H. Disclose any litigation you are currently involved in, or have been, within the past five (5) years in which the vendor or your partners/subcontractors were a party.
- I. Provide details of how and why your company will best serve the needs of PWC.
- J. If applying for more than one RFP, vendor must clearly explain staff capacity and division of responsibilities between the different efforts. In addition, vendor must indicate which assignment is preferred on the Bid Proposal Summary Form.

5.1.4 **References** shall include contact information and project information for a minimum of three (3) clients. References should include clients/projects similar in size and scope as described in this RFP that vendor has served within the past three (3) years.

5.1.5 **Scope of Work** that includes a detailed account of how the vendor will meet the requirements outlined in the RFP.

5.1.6 **Budget** that includes cost details for the proposed services. Use the Bid Proposal Summary Form and provide detailed cost explanations as described in Appendix.

## 6. SCOPE OF WORK

6.1 Vendor must exhibit sufficient knowledge and capacity to support Oracle Utilities Applications based on requirements included in this RFP.

6.1.1 There is extensive customization and integration between WACS and EBS related to work order and financial processes. Within the proposal response, the vendor should explain how they will troubleshoot and resolve issues relating to this Custom integration.

6.2 Vendor must exhibit sufficient knowledge and capacity to support integrated and supporting applications as summarized Table 1.

6.3 There are several third-party vendor applications tied to C2M. The vendor should explain how they will troubleshoot and resolve issues arising from customizations and integrations with other applications.

6.3.1 Preferential consideration will be given for vendors submitting an integrated 6.3 and comprehensive turn-key solution, even if it involves having subcontractor relationships to fill in any gaps of expertise.

6.4 The vendor shall supply the following:

6.4.1 A single point of contact through proposal acceptance. PWC will communicate solely through this contact regarding all proposal procurement.

6.4.2 The vendor's single point of contact after acceptance. PWC will communicate solely through this contact to initiate all service-related issues after acceptance.

6.4.3 The single point of contact must be willing and able to assume full account responsibility and act as an agent of the vendor.

## **7. EVALUATION**

7.1 All qualified proposals will be reviewed and evaluated. At any time during the review, PWC may request additional information from the vendor. Such information requests and vendor's responses must be in writing. Information may be requested from sources other than the submitted proposal to evaluate the vendor.

7.2 Top bidders may be asked to make a presentation of the proposed approach/solution.

7.3 Evaluation criteria will include, but will not be limited to:

- A. Strength and stability of the vendor to provide the requested services
- B. Experience and success with similar projects of comparable size and scope
- C. Ability to meet the project timeline
- D. Overall responsiveness, viability, and completeness of the proposal
- E. Demonstrated understanding of and ability to meet or exceed PWC's expectations
- F. Scope of goods/services being proposed
- G. Personnel/subcontractor qualifications
- H. Cost of proposed goods/services
- I. Any other facts considered relevant by the PWC

7.4 PWC reserves the right to select and negotiate with the successful vendor any combination of bid line items and options.

## **8. STATEMENT OF WORK**

The support services requested include two broad categories: Predictable Services and On Demand Services. Based on PWC requirements, these two categories are defined as:



- A. **Predictable Services:** Functional and technical support services that are pre-defined or can be planned for a future date. This includes services related to maintenance, monitoring, testing, enhancement, and development/modification activities. Requirements for on-site or off-site support are dependent on the service; detail is provided on the application specific documents in Appendices. Vendors can assume services can be provided off-site unless otherwise designated. For estimation purposes, use 50 predictive hours for the proposed budget.
- B. **On Demand Services:** Functional and technical support services required to address a need created by an unplanned application outage, system performance issues, or other instance negatively impacting applications. For estimation purposes, use 3,400 on demand hours for the proposed budget.

## 8.1 Predictable Services

### 8.1.1 Functional/Technical Support (non-critical)

- A. Vendor is responsible for providing issue research and resolution support.
- B. Vendor is responsible for resolving issues related to application configuration or business rules/workflows.
- C. Vendor will assist in reporting product issues/defects to Oracle support services and facilitate troubleshooting and resolutions.
- D. Vendor is responsible for providing recommendations for performance tuning and capacity planning.
- E. Vendor will assist with system functionality and process flow questions for software and reports.
- F. Vendor will review and resolve technical issues using test environments, then provide guidance and documentation as needed for PWC contact to make the appropriate changes in Production environment.

### 8.1.2 Physical/Virtual Servers

- A. Vendor is responsible for providing recommendations related to configuration changes, patching, maintenance, and securing/hardening physical or virtual servers.
- B. Vendor is responsible for providing recommendations related to improving server interconnectivity (i.e., performance between application servers and database servers).

### 8.1.3 Databases

- A. Vendor is responsible for providing assistance related to all applicable database maintenance and monitoring activities relative to application performance (i.e., the scheduling of statistics-gathering, the monitoring of database performance, the monitoring of tablespace usage, the expanding and reorganization of tablespaces, etc.).
- B. Vendor is responsible for providing recommendations related to configuration changes, database design, patching, and maintenance of Oracle Application Server instances.
- C. The vendor should explain how DBA support will be provided in

troubleshooting and issue resolution activities, in addition to upgrades, patches, configurations, etc.

#### 8.1.4 Cloning, Patching, and Test Instances

- A. In addition to the production instance, PWC requires maintenance/services on all other environments. More specifics related to environments can be found in the Appendix.
- B. Vendor should be prepared to occasionally respond to requests for creating new environments, refreshing environments, and cloning of environments needed for testing and/or validation activities.
- C. When technical issues arise for which patching is needed, vendor is expected to apply patch to a recently cloned test instance to test and verify prior to patch being applied to the production environment and databases.
- D. The vendor is responsible for the application of all required patches. Vendor is expected to proactively manage this process by keeping informed of necessary patches, advising PWC of the same, and coordinating the timing of patch application with the PWC contact.
- E. Vendor is responsible for coordinating with PWC to provide sufficient time for the patch testing process prior to patches being applied to production. (Vendor should provide automated testing mechanisms whenever possible.)
- F. No patch or other update will be applied to production without documented prior authorization from the assigned PWC contact. The PWC contact will be responsible for obtaining end user approval/validation as needed.
- G. Maintenance/Patching is not considered complete and ready for the system to come back online until approved by assigned PWC contact.

#### 8.1.5 Customization

- A. PWC plans to limit customizations as much as possible and will only consider such requests if no other viable solution is possible.
- B. The PWC expects the vendor to advise on the merits of any requested customization; vendor should direct PWC appropriately when requested functionality can be accomplished via existing application configuration or process modification.

## 8.2 On Demand Services

- 8.2.1 All technical support escalation requests will be routed to the vendor using PWC's designated Services Coordinator. The vendor shall redirect all requests that come from other channels or individuals to the central PWC coordinator.
- 8.2.2 Vendor will have access to a PWC contact for the purpose of requesting access to local resources, verification of client-side configurations, etc.
- 8.2.3 In most instances, the vendor will review and resolve technical issues using test environments, then provide guidance and documentation as needed for the PWC contact to make the appropriate changes in the Production environment. Exceptions will require approval from the IT Manager of Enterprise Applications.

- 8.2.4 When technical issues arise that require Oracle's Support, the vendor must coordinate access/updates to the Oracle Support website with the PWCcontact. If assigned to monitor, execute or follow-up on support items, responses should be aligned with approved response times as stated in this RFP.

### **8.3 Change Control**

- 8.3.1 All changes in any production environment will either be made by, or closely observed/supervised by PWC staff. In any instance where a vendor technician is making changes in a production environment, prior approval is required from the appropriate IT Manager.
- 8.3.2 All changes proposed for any production environment must be fully documented by the vendor and processed through the Change Control Board.
- 8.3.3 If a vendor feels that a request falls outside the scope of the approved services, they should immediately notify their PWC contact.
- 8.3.4 If the vendor and PWC agree that the issue requires a separate quote, the vendor shall develop that quote at no cost to PWC (no time charged against this contract).

### **8.4 Knowledge Transfer**

- 8.4.1 When end-user interaction is required, the vendor will coordinate all communications through the assigned PWC Contact. At no time will the vendor communicate directly with end users unless directed to do so by the assigned contact. The contact will vary based on the issue being reviewed/implemented.
- 8.4.2 Vendor will work closely with assigned contact to share knowledge and expertise related to troubleshooting, functional configurations, and technical issues.
- 8.4.3 All activities and resolutions must be documented by the vendor and provided to PWC for historical/educational and reference purposes. The issue will not be considered closed/complete until documentation is received.
- 8.4.4 Vendor will ensure assigned technicians are available to share information and answer questions in a timely manner. PWC contact will have the ability to communicate directly with technician(s) assigned to each issue through resolution.

## **9. SERVICE REQUIREMENTS**

- 9.1 The vendor must be able to respond to On Demand Support requests and all critical issues within one (1) hour during PWC operating hours and within four (4) hours during non-operating hours. Response must include the primary contact information for the person assigned to resolve the issue. If responsibility is shifted, notification should be provided to PWC.
  - 9.1.1 On Demand services are defined in Section 8 of this RFP.
  - 9.1.2 A critical issue is one which prevents normal day-to-day operations, as defined by PWC.
  - 9.1.3 PWC required service hours vary by application; more information is provided on the application-specific pages in the Appendix.
- 9.2 The vendor must be able to respond to non-critical issues within eight (8) PWC business hours.

- 9.3 The vendor must offer a variety of support options, to include on-site, remotely by secure VPN connection, Microsoft Teams and Webex, or through other web-based tools. For critical and/or ongoing issue resolution, on-site support may be requested.
- 9.4 The vendor must provide the names, availability (working hours) and qualifications of fully trained and qualified staff that may be assigned to PWC. If new or replacement resources are necessary, both PWC and the vendor must agree to the resource changes.

9.5 System Availability

The vendor must ensure system availability of not less than 99.9% of the time. The vendor should provide a monthly report of system availability. Any report that does not meet the system availability target will render the vendor subject to penalties. The availability rate of 99.9% does not apply to scheduled downtime maintenance windows. Scheduled downtime must be planned at least five (5) workdays in advance and receive documented approval from assigned PWC contact.

## 10. WORK/ACCOUNT MANAGEMENT

10.1 As issues arise during the contract period, PWC staff from the Information Technology (IT) Department will review and assign issues to the selected vendor(s) based on our internal troubleshooting and work management processes. A Services Coordinator will serve as the primary contact for the vendor in order to streamline communications and issue resolution. The assigned Services Coordinator will be responsible for helping the vendor gain access to the resources they need to complete troubleshooting, testing, and deployment of resolution.

10.2 For major events (significant customizations or comprehensive upgrades) PWC may provide a Project Manager to coordinate with the vendor's Project Manager. In the event an on-site resource is required, PWC will provide workspace and network access as needed. For off-site resources, PWC will provide remote access to applications as needed.

10.3 The vendor must provide a full description of the work management system/processes to ensure all services are provided in an effective and efficient manner. Vendor is expected to track technical requests in a manner that the vendor sees fit, providing requirements below; however, PWC will expect to see regular status updates and reports on resolutions.

PWC will require a dedicated email account and phone number for support requests. In addition, the vendor should include details on how work requests can be entered, tracked, and monitored by PWC for progress and status updates. PWC requires access to an online system that will provide easy access to status updates, contact information, and other data required to track and monitor progress.

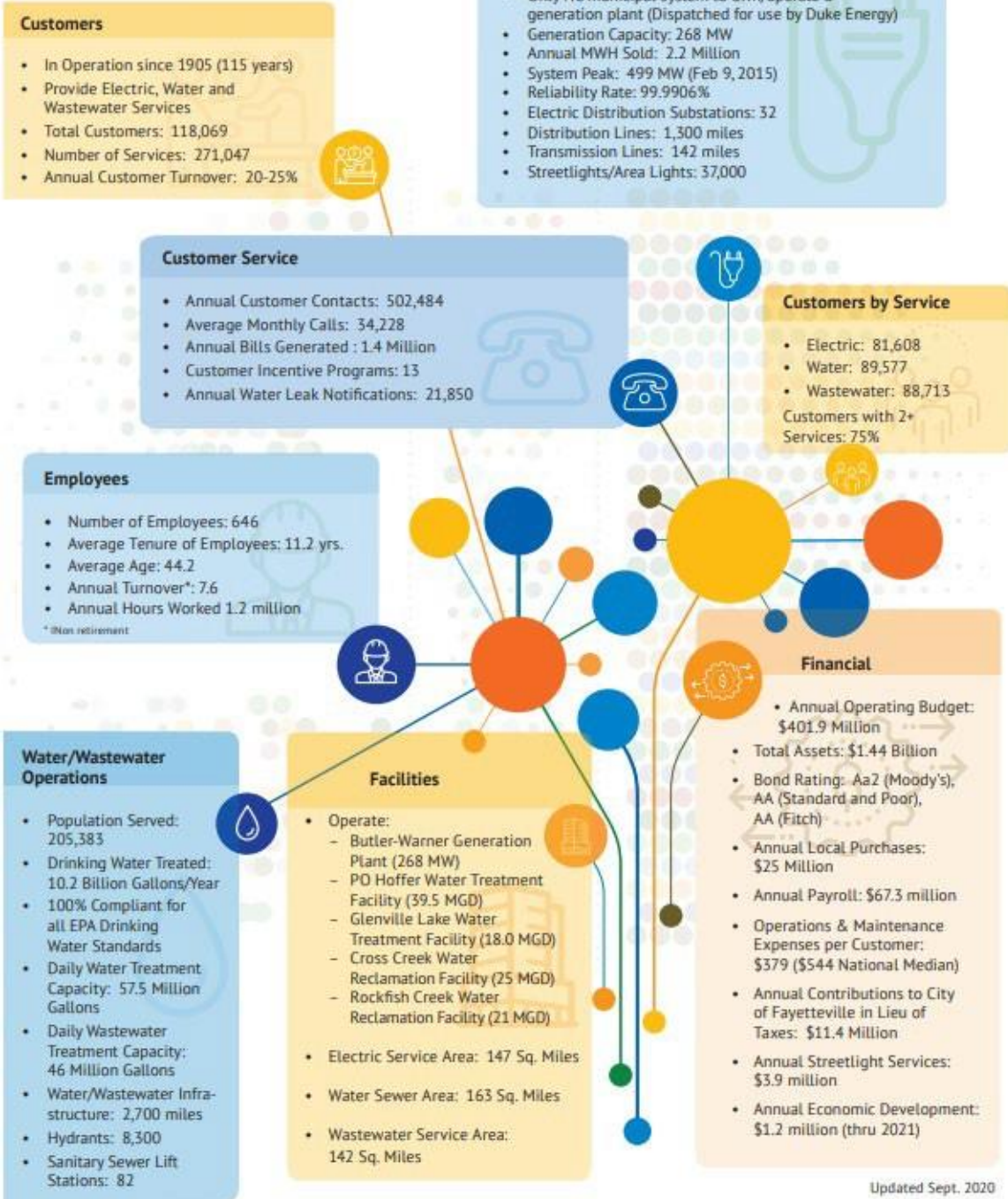
10.4 The vendor must provide a single point of contact to manage overall services and scope of work requirements, ensure all contractual and budgetary requirements are being monitored and adhered to, and respond to questions or concerns raised by PWC staff.

- 10.5 The vendor will be required to provide weekly reports documenting system status, labor hours provided, and tasks completed. Reports must include specific work completed, along with employee name and number of hours for each task.
- 10.6 During the initial implementation stages, weekly conference calls will be scheduled to ensure approved processes are being implemented and are working effectively.

# APPENDIX A - General Fact Sheet on PWC



## PWC At a Glance



## APPENDIX B - Application Overview – WACS

*Note: All times listed refer to Eastern Time (ET).*

<b>Application Information</b>	
Current version	23A
# End Users (including timekeeping)	Approx. 600
Interfaces	<ul style="list-style-type: none"> <li>• EBS (Oracle) (19)</li> <li>• HCM (Oracle)</li> <li>• OFS (Oracle)</li> <li>• C2M (18)</li> <li>• OBIEE (BIP)</li> <li>• Designer (4)</li> <li>• Cascade (4)</li> <li>• GIS (2)</li> <li>• MWM (7)</li> </ul>
# Assets	Approx. 1.4 M of various types
Active modules	<ul style="list-style-type: none"> <li>• Resource w/Sub-modules (i.e., Asset, Compatible Units, Document Control, Employee, Reg. Account, Specs, Storeroom, etc.)</li> <li>• Maintenance w/Sub-modules (i.e., Benchmark WOs, Crew, Direct Charge, PMs, P/R, Project/Subproject, Timekeeping, WO, Work Design, Permits, etc.)</li> <li>• Purchasing w/Sub-modules (i.e., Change Request, Cost Adjustments, Requisition, Vendor, etc.)</li> <li>• Inventory w/Sub-modules (i.e., Check-out Request, Stock Check Out)</li> <li>• Enterprise w/Sub-modules (i.e., Company, Organization, Plant)</li> <li>• Customer w/Sub-modules (i.e., Customer, and Service Request)</li> <li>• Sys Admin w/Sub-modules (i.e., Accounting Periods, Account Structure, Appl. Security, Approval Limit, Auditing, Business Rules, Code Tables, FGA, Help, Job Manager, Messages, Pay Periods, Reports, Responsibilities, User Profile, etc.)</li> </ul>
Customizations	Business Rules, Code Tables, SAPI, Daily Auto Close, Month End Close

Current environments	<ul style="list-style-type: none"> <li>• Production</li> <li>• User Acceptance Testing</li> <li>• Development</li> </ul>
# Batches processed daily	Approx. 20 batch processes, and approx. 20 Real-time Interfaces

<b>Predictable Services</b>	
Coverage Hours Required (See Section 9 of this RFP)	M-F, 7 AM – 6 PM; Afterhours/weekends as needed.
Sample Services Required (in addition to those outlined in Section 8 of this RFP)	<ul style="list-style-type: none"> <li>• (Offsite) Code Management and Training development for use with Azure DevOps. This will require that all production code is captured and put into Azure DevOps.</li> <li>• (Onsite) Code Management Training</li> <li>• (Offsite) Stress/Load testing and measuring response</li> </ul>
<i>This is an estimate only. Vendors should provide graduated fee structure and/or hourly rates.</i>	

<b>On Demand Services</b>	
Coverage Hours Required (See Section 9 of this RFP)	M-F, 6 AM – 6 PM; Afterhours/weekends as needed
Sample Services Required (in addition to those outlined in Section 8 of this RFP)	<ul style="list-style-type: none"> <li>• Build complete setup/configuration documentation</li> <li>• Create and build integrated test cases for full integration</li> <li>• Code Tuning for high priority Jobs (10)</li> <li>• Ad Hoc Reporting</li> <li>• Analyze C2M, OIC, OFS integration environment and provide recommendations and remediation plan.</li> </ul>
<i>This is an estimate only. Vendors should provide graduated fee structure and/or hourly rates.</i>	



## APPENDIX C - Application Overview C2M

*Note: All times listed refer to Eastern Time (ET).*

<b>Application Information</b>	
Current version	2.7.0.3
# End Users	300
Interfaces (SOA in OCI)	<ul style="list-style-type: none"> <li>• WACS</li> <li>• EBS</li> <li>• MWM</li> <li>• File transfers to 3<sup>rd</sup> Party Vendors, Meter Manager, RNI</li> <li>• OBIEE (BIP specifically)</li> <li>• Nice/IVR</li> <li>• ePortal (customer portal)</li> <li>• OIC (Oracle Integration Cloud)</li> </ul>
Active modules	1
Customizations	57 outbound – 50 inbound/destination
Third party Vendors	3- Western Union, Striata, Business Link
Customer Billing	<ul style="list-style-type: none"> <li>• 115,000 bills monthly</li> <li>• 18 billing cycles per month</li> <li>• 26,000 e-Bill customers</li> <li>• 15,000 ACH (Autopay) customers</li> </ul>
Virtual servers/operating systems	<ul style="list-style-type: none"> <li>• Production</li> <li>• UAT</li> </ul>
Load balancing	Yes (Clustered environment)
Current environments	<ul style="list-style-type: none"> <li>• UAT</li> <li>• Production</li> <li>• Dev</li> <li>• Test</li> </ul>
Databases/operating systems	Production – Oracle DBaaS Extreme Edition19c/Oracle Linux 7 UAT – Oracle DBaaS Extreme Edition19c/Oracle Linux 7
Backup schedule	RMAN Every Night at 11:30 PM; OS Full 10 PM; Incremental M-S 10 PM File systems
# Batches processed daily	<ul style="list-style-type: none"> <li>• 15 Minutes Batch Stream – 11 batches – runs every 20 minutes daily</li> <li>• WU Payments Batch Stream – 6 batches – runs every 45 minutes daily</li> </ul>

	<ul style="list-style-type: none"> <li>• Remittance Mail / Ebox Payments Batch Stream – 3 batches – runs every 20 minutes on the hour daily</li> <li>• Daily Batch Stream – 9 batches run once a day – runs once a day at 6:29 PM</li> <li>• Meter Exchange Batch Stream Version 3 – 2 batches – runs twice a day</li> <li>• Batches to execute after Billing – 6 batches – runs at 11:15 PM daily</li> <li>• Nightly Batch Stream modified for MDM without write off – 20 batches – runs at 8:50 PM daily</li> <li>• Midnight Batch Stream without write off – 34 batches – runs at 3:00 AM daily</li> <li>• Weekly Batch Stream – 9 batches – runs weekly on Sunday</li> <li>• Monthly Batch Stream – 2 batches – runs 1<sup>st</sup> Sunday of the month</li> </ul>
Scheduled times for maintenance/planned outages	Wednesdays, 8:30 PM to 10:30 PM

<b>Predictable Support Services</b>	
Coverage Hours Required (See Section 9 of this RFP)	M-F, 7 AM – 9 PM plus billing batch monitoring, Afterhours/weekends as needed
Sample Services Required (in addition to those outlined in Section 8 of this RFP)	<ul style="list-style-type: none"> <li>• (Offsite) Code Management and Training development for use with Azure DevOps. This will require that all production code is captured and put into Azure DevOps.</li> <li>• (Onsite) Code Management Training</li> <li>• (Offsite) Stress/Load testing and proper measuring its response</li> <li>• (Onsite) Analyze and provide impact analysis for long running scripts, as this affects scheduled restarts.</li> </ul>
<i>This is an estimate only. Vendors should provide graduated fee structure and/or hourly rates.</i>	

<b>On Demand Services</b>	
Coverage Hours Required (See Section 9 of this RFP)	<ul style="list-style-type: none"> <li>• M-F, 7:00 AM to 9:00 PM</li> <li>• As needed - billing batch monitoring</li> <li>• After hours and weekends as needed</li> </ul>
Sample Services Required (in addition to those outlined in Section 8 of this RFP)	<ul style="list-style-type: none"> <li>• CA Batch monitoring was purchased to allow for less oversight for Nightly Jobs Monitoring and Error Resolution; however due to the delayed rollout, staff members are currently monitoring jobs. We need nightly monitoring until CA Batch monitoring is fully</li> </ul>

	<p>implemented and alerts management is enabled.</p> <ul style="list-style-type: none"> <li>• Build complete setup/configuration documentation</li> <li>• Create and build integrated test cases for Full integration</li> <li>• Code Tuning for high priority Jobs (10)</li> <li>• Analyze C2M, SOA, OFS/MWM integration environment and provide recommendation and remediation plan.</li> </ul>
<p><i>This is an estimate only. Vendors should provide graduated fee structure and/or hourly rates.</i></p>	

## APPENDIX D - Application Overview – OFS/MWM

*Note: All times listed refer to Eastern Time (ET).*

<b>Application Information</b>	
Current version	V2.1.0.6.0
# End Users	81
Interfaces	C2M (15) WACS (4)
Active modules	1
Customizations	10 inbound and 10 outbound
Virtual servers/operating systems	<ul style="list-style-type: none"> <li>• Production/Oracle Linux</li> <li>• UAT/Oracle Linux</li> <li>• Development/Oracle Linux</li> <li>• Testing/Oracle Linux</li> </ul>
Load balancing	Yes (clustered environment)
Current environments	Production UAT
Databases/operating systems	Production-Oracle 11.2.0.4/Oracle Linux 6 and 7 Development-Oracle 11.2.0.4/Oracle Linux 6 and 7
Backup schedule	RMAN Every night 11:30 PM/ OS Full 10 PM Friday; Incremental M-S 10 PM File System
# Batches processed daily	F1-SYNRQ – every 90 seconds M1-CRSHF – every 120 seconds M1-DSMTR – every 120 seconds M1-RSIBP M1-SHWKT M1-TSKTR
Scheduled times for maintenance/planned outages	Wednesdays, 8:30 PM to 10:30 PM

<b>Predictable Services</b>	
Coverage Hours Required (See Section 9 of this RFP)	M-F, 7 AM – 9 PM; Afterhours/weekends as needed
Sample Services Required (in addition to those outlined in Section 8 of this RFP)	<ul style="list-style-type: none"> <li>• (Offsite) Code Management and Training development for use with Azure DevOps. This will require that all production code is captured and put into Azure DevOps</li> <li>• (Onsite) Code Management Training</li> <li>• (Offsite) Stress/Load testing and proper measuring its response.</li> </ul>
<i>This is an estimate only. Vendors should provide graduated fee structure and/or hourly rates.</i>	

<b>On Demand Services</b>	
Coverage Hours Required (See Section 9 of this RFP)	M-F, 7 AM – 9 PM; Afterhours/weekends as needed
Sample Services Required (in addition to those outlined in Section 8 of this RFP)	<ul style="list-style-type: none"> <li>• Build complete setup/configuration documentation guide</li> <li>• Create and build integrated test cases for Full integration</li> </ul>
<i>This is an estimate only. Vendors should provide graduated fee structure and/or hourly rates.</i>	



## **APPENDIX F - Bid Proposal Summary Notes**

1. Vendor must attach a detailed cost explanation with unbundled, hourly, itemized pricing. This should explain how price was derived, to include cost per resource per hour.
2. For estimation purposes, use 50 Predictive Hours and 3,400 On Demand Hours.
3. Vendors should estimate resourcing based on previous experiences with similar clients.
4. PWC's fiscal year is July 1 through June 30.
5. If a Vendor does apply for more than one RFP, it is critical that adequate capacity and expertise exists within the organization to meet the needs of PWC. Staff commitments must be clearly defined and documented in the proposal.
6. Vendor may include pricing for additional services. However, they must be clearly indicated as optional or required to meet the requirements as outlined in this RFP. In addition, pricing for these services must be clearly defined, to include detail on tasks to be provided and the hourly or fixed rate for each task.
7. The Vendor shall be subject to PWC travel policies. Travel expenses will be paid on a reimbursement basis. Use GSA rates for estimated expenses.

**APPENDIX G - Bid Proposal Summary Form**

**PREFERRED ASSIGNMENT #** \_\_\_\_\_

*(Add PWC Bid # from Cover Page if submitting multiple RFPs)*

**OPTION #** \_\_\_\_\_

**Description:** \_\_\_\_\_

**FY 24: January 2024 – June 2024**

# Hours	_____
Cost (support services)	\$ _____
Travel expenses	\$ _____
Subtotal	\$ _____

**FY 25: July 2024 – June 2025**

# Hours	_____
Cost (support services)	\$ _____
Travel expenses	\$ _____
Subtotal	\$ _____

**FY 26: July 2025 – January 2026**

# Hours	_____
Cost (support services)	\$ _____
Travel expenses	\$ _____
Subtotal	\$ _____

**TOTAL (all periods)**

# Hours	_____
Cost (support services)	\$ _____
Travel Expenses	\$ _____
Total	\$ _____



**APPENDIX H - Bidder Information**

***Place in front of proposal***

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

SDBE, Minority or Woman Owned Business Enterprise \_\_\_\_\_ Yes \_\_\_\_\_ No

Bid Submitted By: \_\_\_\_\_

(Name Printed Out)

\_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

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

## APPENDIX I - Sample PWC Service Agreement

### For the internal use of Fayetteville Public Works Commission only

Requester/Responsible Employee:

Project Title:

Contract Number: (to be assigned by Procurement)

Account String (w/Budget Code): (for project funding)

Not to Exceed Amount: \$

Completion or Termination Date:

Work Scope/Purpose:

**Notes: (1) This Service Agreement may be utilized for all services (including legal, accounting, and consulting services). However, (a) for services subject to G.S. 143-64.31 (including but not limited to engineering and surveying services), PWC must first comply with the applicable RFQ requirement, unless exempted by law; and (b) for Information Technology, as defined in G.S. 143B-1320, PWC must first comply with applicable RFP requirements set forth in G.S. 143-129.8. (2) A purchase order must be generated by Procurement and approved by the CFO to encumber funds.**

### SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between Fayetteville Public Works Commission ("PWC"), a North Carolina public authority, and \_\_\_\_\_ ("Provider"), a \_\_\_\_\_ (each of PWC and Provider is referred to herein as a "Party" and collectively as the "Parties") as of the date of execution last written below (the "Effective Date"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Services. PWC retains Provider to \_\_\_\_\_ as more particularly described in \_\_\_\_\_ as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Services"). The Services shall be completed on or prior to the deadline(s) set forth in Exhibit A, but in any event no later than \_\_\_\_\_. In the event of a conflict between the provisions of this Agreement and the provisions of any attachment or exhibit to this Agreement, the terms of this Agreement shall govern. Provider shall not use the existence of this Agreement or the name of Fayetteville Public Works Commission as part of any commercial advertising or marketing of products or services without the prior written consent of PWC.

2. Service Standards. Provider shall perform and deliver the Services in accordance with (a) the professional skill and care ordinarily exercised by other providers delivering services on the same or similar projects; (b) Provider's professional licensing obligations; and (c) all applicable laws. Provider shall notify PWC promptly of the discovery of errors, omissions, discrepancies, or inconsistencies in the Services rendered. If any of the Services that Provider renders or work product, which includes but is not limited to reports, analyses, designs, specifications, plans, drawings, and other documents, that Provider delivers to PWC contain errors or omissions, Provider shall promptly correct or supplement such Services at no additional cost to PWC. PWC's acceptance of, use of, or payment for such Services shall in no way alter or reduce the Service standards set forth herein or PWC's rights hereunder. Provider shall not assign or subcontract or transfer the Services or any rights under or interest in this Agreement without the prior written consent of PWC. Provider shall treat all information from PWC and work product resulting from the Services as confidential and proprietary, unless such information is available from public \_\_\_\_\_

sources, and Provider shall not publish or disclose confidential or proprietary information without the prior written consent of PWC for any purposes other than the performance of the Services.

3. Delivery of Services and Ownership of Work Product. Time is of the essence with regard to the delivery of the Services. In the event of suspension or termination of the Services, Provider shall promptly deliver to PWC all work product completed or in progress as of the date of termination along with reproducible documents, drawings, plans, specifications, and electronic records of the completed portion of the Services upon PWC's payment of the undisputed portion(s) of Provider's invoices in accordance with Section 8, Billing and Payment. Provider grants PWC an irrevocable license to use the work product resulting from the Services of Provider. The work product delivered by Provider to PWC in connection with the performance of the Services shall not infringe any intellectual property rights of any third party. Except as otherwise specified in this Agreement, Provider shall not use for its own purposes or allow a third party to use the work product resulting from the Services without the prior written consent of PWC.

4. Compensation. The Provider shall be compensated for the Services in the amount of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) as set forth in Exhibit A. Provider's rates shall not be increased during the term of the Agreement or the performance of the Services without the prior written consent of PWC. PWC shall be obligated to pay only for Provider's actual time devoted to providing the Services and authorized, documented expenses incurred, not to exceed the Cap.

5. Payment Limitation. Notwithstanding any other provision in this Agreement, the total fees and expenses for the Services shall not exceed \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_.00) (the "Cap"). Provider shall promptly notify PWC in writing when Provider has reached ninety percent (90%) of the Cap. The Cap is not a fixed fee to which Provider is entitled. PWC shall be obligated to pay only for Provider's actual time devoted to providing the Services and authorized, documented expenses incurred, not to exceed the Cap.

6. PWC's Duties. PWC shall: (a) timely provide such information in its possession, custody, or control as is reasonably necessary for Provider to perform the Services; (b) communicate promptly to Provider all decisions of PWC and clarifications that are reasonably needed by Provider; and (c) make payments to Provider in accordance with Section 8, Billing and Payment.

7. Representations and Warranties. Provider represents and warrants to PWC that Provider is duly licensed and authorized in the State of North Carolina to perform the Services. Each Party represents and warrants to the other Party that it is duly organized, validly existing and in good standing and has all requisite powers, rights, and authority to execute, enter into, and perform this Agreement in accordance with the terms and conditions of this Agreement, this Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms and the person signing this Agreement on behalf of Provider has been properly authorized and empowered to enter into this Agreement.

8. Billing and Payment. Provider shall invoice PWC monthly for Services performed and expenses incurred during the preceding calendar month. All invoices shall provide reasonable detail of the services performed and expenses for which reimbursement may be sought, along with supporting documentation for such expenses. PWC shall pay the undisputed portion of each invoice within forty-five (45) calendar days after PWC's receipt of the invoice. PWC shall reimburse expenses at the lower of actual or reasonable cost, except in regard to expenses that are specifically pre-approved in writing by PWC or are set forth and included in a fixed price service arrangement. All payments from PWC to Provider shall be transferred electronically to Provider's designated financial institution, and Provider shall, prior to delivery of its first monthly invoice to PWC, supply the name of Provider's financial institution, routing number, and account number on the form available from PWC and provide to PWC a

completed and signed IRS Form W-9. Provider has the right to impose a late payment charge of one percent (1%) per month for amounts unpaid by PWC by the date due. Provider shall maintain on a generally recognized accounting basis and retain for at least three (3) years the records supporting Provider's invoices to PWC. In the event of a dispute regarding a monthly invoice or any portion thereof: (a) Provider shall deliver to PWC all records supporting Provider's invoice(s) in dispute within ten (10) calendar days after PWC notifies Provider of the dispute, and Provider shall cooperate with PWC to verify the accuracy of all invoices; (b) Provider shall continue to proceed diligently with the performance of the Services pending resolution of the dispute; and (c) PWC shall pay Provider in accordance with this Agreement for all Services rendered by Provider which are not the subject of the dispute.

9. Termination. Except in regard to Services to be provided for a fixed price, PWC has the right to terminate the provision of Services, with or without cause, by delivering written notice of termination to Provider, and PWC shall be obligated to pay Provider only for work performed and reasonable expenses incurred until delivery of the notice of termination. Either Party may terminate an Agreement to provide Services for a fixed price for cause by delivering written notice of the cause and termination to the other Party, provided that the Party receiving the notice of termination shall have seven (7) calendar days to cure the cause cited in the termination notice. "Cause" means action by the non-terminating Party that constitutes a material breach of this Agreement, including but not limited to a failure to adhere to a schedule, failure to timely pay, and material failure to produce work product that is consistent with the applicable service standards.

10. Insurance. Provider shall maintain during the provision of Services and for at least three (3) years thereafter (collectively, the "coverage period") the following insurance coverages, which insurance shall be placed with insurance companies authorized to do business in the State of North Carolina and rated A minus VII or better by the current edition of Best's Key Rating Guide or otherwise approved in writing by PWC:

- (a) professional liability errors and omissions or malpractice insurance including contractual liability coverage with limits of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate;
- (b) commercial general liability insurance with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability;
- (c) worker's compensation insurance as required by State law; and
- (d) automobile liability insurance with limits not less than \$100,000 each person and \$300,000 each accident for bodily injury and property damage.

Prior to initiating the Services, Provider shall deliver to PWC certificates of insurance confirming each such coverage, and Provider shall direct its insurers to provide annually to PWC certificates confirming each such coverage during the coverage period. PWC shall be named as an additional insured in the comprehensive automobile and commercial liability insurance policies. Commercial general liability coverage shall be written on an "occurrence" basis. Upon PWC's request, Provider shall give prompt written notice to PWC of any and all claims made against the professional liability errors and omissions or malpractice insurance policy during the coverage period. Provider shall not reduce or allow the required insurance coverages to lapse without PWC's prior written approval. All policies for insurance must be endorsed to contain a provision giving PWC a thirty (30) calendar day prior written notice by certified mail of any cancellation of that policy or material reduction in coverage. Should a notice of cancellation be

issued for non-payment of premiums or any part thereof, or should Provider fail to provide and maintain certificates as set forth herein, PWC shall have the right, but not the obligation, to pay such premium to the insurance company or to obtain such coverage and to deduct such payment from any sums that may be due or become due to Provider, or to seek reimbursement for said payments from Provider. Any such sums paid by PWC shall be due and payable immediately by Provider upon notice from PWC. The insurance provisions of this Agreement shall not be construed as a limitation on Provider's responsibilities and liabilities pursuant to the terms and conditions of this Agreement. Provider's obligation to maintain insurance for three (3) years after completion of the Services shall survive the termination of this Agreement.

11. Indemnification and Liability. Provider shall indemnify, defend, and hold harmless PWC and its Commissioners, officers, employees, agents, and representatives (collectively, "Indemnitees") from and against all claims, actions, liabilities, damages, losses, costs, and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by one or more third parties against one or more of the Indemnitees arising out of negligent or willful acts, violations of law, infringement of any patent, trademark, trade secret, copyright, or other intellectual property right of a third party, or omissions or breach of the obligations set forth in this Agreement by Provider or any of its employees, agents, representatives, and subcontractors. Provider's obligation to indemnify, defend, and hold harmless the Indemnitees shall survive the termination of this Agreement and shall include the duty to pay for the reasonable attorney's fees and costs associated with defending the Indemnitee(s) by the legal counsel of each Indemnitee's choice.

12. Notices. Any notice which either Party is required or desires to give the other hereunder shall be deemed sufficiently given if, in writing, it is delivered personally, or sent by certified U.S. mail, return-receipt requested, postage prepaid, to the addresses listed hereinbelow, or such other address as either Party shall give to the other Party by written notice in accordance herewith. Any notice given herein by personal delivery shall be deemed delivered when received. Any properly addressed notice given herein by certified mail shall be deemed delivered on the third Business Day after the same is deposited in an official United States Post Office, postage prepaid, or if sooner upon the date when the return receipt therefor is signed, or refusal to accept the mailing by the addressee is noted thereon by the postal authorities.

To PWC:  
Fayetteville Public Works Commission  
Attn: Marion J. Noland, Interim CEO/General Manager  
PO Box 1089  
Fayetteville, NC 28302

To Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

"Business Day" means each calendar day that is not a Saturday, Sunday, holiday observed by the federal government for its employees, or holiday observed by the State of North Carolina for its employees.

13. Compliance. Provider hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Provider further acknowledges that all employers, as

defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Provider hereby pledges, attests, and warrants through execution of this Agreement that Provider complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that all subcontractors currently employed by or subsequently hired by Provider to provide services for PWC shall comply with all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement. Provider hereby further acknowledges that the execution and delivery of this Agreement constitutes Provider's certification to PWC and to the North Carolina State Treasurer that, as of the Effective Date, Provider is not listed on (a) the Final Divestment List created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Chapter 147, Article 6E of the General Statutes of North Carolina (the "Iran Divestment Act"); or (b) the list of companies that the North Carolina State Treasurer determines to be engaged in a boycott of Israel in accordance with Article 6G of Chapter 147 of the General Statutes of North Carolina. Provider represents and warrants to Commission that Provider, and all persons and entities owning (directly or indirectly) an ownership interest in it: (i) are not, and will not become, a person or entity with whom a party is restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order 13224 Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action; and (ii) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (i) above. The provisions of 41 CFR 60-1.4, 60-300.5(a) and 741.5(a) are hereby incorporated by reference, as applicable. Provider shall at all times during the term of this Agreement comply with Executive Order 11246. Provider shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Except in strict compliance with Environmental Laws (defined below), neither Provider nor its employees, agents, contractors, subcontractors, licensees or invitees shall use, handle, store, or dispose of (or permit the use, handling, storing, or disposal of) any hazardous or toxic waste or substance in delivering the Services (or transport, transship or permit the transportation or transshipment of the same over or through the real property managed or operated by PWC) which is regulated, controlled, or prohibited by any federal, state, or local laws, ordinances, and/or regulations, including without limitation the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et. seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. §801, et. seq; the Federal Water Pollution Control Act, 33 U.S.C. §1321, et. seq; the Toxic Substances Control Act, 15 U.S.C. ("TSCA"); and the Occupational Safety and Health Act, 29 U.S.C. §651 et seq. (as subsequently amended, "Environmental Laws"). As used herein, hazardous or toxic substances or materials shall include without limitation the following: (1) "hazardous wastes" as defined under RCRA or any other federal, state or local law or regulation, (2) "hazardous substances" as defined under CERCLA or any other federal, state or local law or regulation, (3) gasoline, petroleum, or other hydrocarbon products, by-products, derivatives, or fractions (including spent products), (4) "toxic substances" as defined under TSCA, (5) "regulated medical waste" as defined by 40 C.F.R. § 259.30, (6) any radioactive materials or substances, or (7) asbestos and asbestos containing products. Provider shall comply with the Emergency Planning and Community Right-to-Know Act of 1986, as amended. Provider shall immediately report orally to PWC

and confirm in writing within three (3) hours any type of chemical spill that occurs in or on any real property managed or operated by PWC or any spill or release of the waste materials during the performance of the Services.

14. Miscellaneous Provisions. Provider is and shall remain an independent contractor and shall undertake performance of the Services pursuant to the terms of this Agreement as an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either Party unless said breach or non-performance is waived in writing and signed by the Parties and then only to the extent specifically stated. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance, and for any such breach or non-performance each Party shall be entitled to such remedies as provided by law. The invalidity, illegality, or un-enforceability of any portion or provision of this Agreement shall in no way affect the validity, legality, and/or enforceability of any other portion or provision of this Agreement. Any invalid, illegal, or unenforceable provision of this Agreement shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced the same as if the Agreement had not contained any portion or provision which was invalid, illegal, or unenforceable; provided, however, severability shall not prevent this entire Agreement from being void in the event any portion or provision of this Agreement that is of the essence of this Agreement shall be void. This is the entire agreement of the Parties on the subject matter hereof, and all prior negotiations, representations, proposals, letters, agreements, understandings, or other communications between the Parties, whether written or oral, are hereby merged into the Agreement and superseded by this Agreement. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both Parties. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than the Parties. This Agreement shall be governed by the laws of the State of North Carolina without the application of the laws of any other state. The exclusive venue for all mediations and litigation and any other legal proceedings regarding this Agreement shall be the State and Federal Courts serving Cumberland County, North Carolina, and Provider consents to personal jurisdiction in such courts. Provider irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court serving Cumberland County or that any such suit, action or proceeding brought in any such court serving Cumberland County has been brought in an inconvenient forum. This Agreement may be executed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy or scanned copy or photocopy of a party's signature shall be sufficient to bind such party. This Agreement shall be subject to execution by electronic means in accordance with Article 40 of Chapter 66 of the North Carolina General Statutes. The titles of the paragraphs throughout this Agreement are for convenience only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this instrument.

15. Morality Clause. If, in the sole opinion of PWC, at any time Provider or any of its owner(s), employee(s), or agent(s) (each party, owner, employee, and agent is an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by PWC or are scandalous or inconsistent with community standards or good citizenship or may adversely affect PWC's finances, public standing, image, or reputation or are embarrassing or offensive to PWC or may reflect unfavorably on PWC or are derogatory or offensive to one or more employee(s) or customer(s) of PWC, PWC may immediately upon written notice to Provider terminate this Agreement, in addition to any other rights and remedies that PWC may have hereunder or at law or in equity.

16. Conflicts. Except with PWC's knowledge and prior written consent, the Provider shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise the Provider's professional judgment with respect to the Services. The Provider shall disclose to PWC any business or personal relationship with any Commissioner, officer, director, manager, or supervisor of PWC.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Fayetteville Public Works Commission \_\_\_\_\_

By: \_\_\_\_\_  
Marion J. Noland, Interim CEO/General Manager

By: \_\_\_\_\_  
Name:  
Title:

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

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

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act (N.C. Gen. Stat. § 159-1 et seq.).

By: \_\_\_\_\_  
Rhonda Haskins, Chief Financial Officer

Approved as to form:

\_\_\_\_\_  
Legal Dept.