



REQUEST FOR EXPRESSION OF INTEREST

PWC2425069

ON-CALL COMMUNICATION & COMMUNITY RELATION SUPPORT SERVICES

Date of Issue: March 22, 2025

**Submission Deadline: April 16, 2025
3:00 p.m.**

Direct all inquiries concerning this REIO to:

**JoAnn Bowman
Procurement Advisor
procurement@faypwc.com**

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REQUEST FOR EXPRESSION OF INTEREST (REOI)
On-Call Communication & Community Relation Support Services:
Copyediting
Graphic Design
Photography & Animated Video Production
Social Media Content Creation & Management

Fayetteville Public Works Commission (“PWC”) invites interested and eligible Providers to submit Expressions of Interest (EOIs) in respect of the provision of the requirements described below. The purpose of the REOI is to identify Service Providers who wish to participate in the On-call Services solicitation process.

PURPOSE AND BACKGROUND

Since 1905, our hometown utility has proudly served as a cornerstone of this community, delivering safe, reliable, and affordable electricity, water, and wastewater services with a deep commitment to the well-being of our customers.

Over more than a century, we have grown alongside the community, fostering trust, dependability, and a shared sense of belonging.

As we continue to evolve, our goal is to enhance how we communicate with our customers and the larger community by employing innovative and effective communication strategies. We aim to strengthen our connection with the community we serve, highlighting the care we have for them while keeping them informed, educated, and safe.

The purpose of this REOI is to identify qualified Service Provider(s) who can collaborate with us:

- Foster transparent and engaging communication with our customers.
- Showcase our dedication to the community’s well-being and highlight our customer care efforts.
- Deliver educational content to promote customer awareness and safety.
- Expand our social media presence to create meaningful interactions with our audience.

Through this initiative, we aim to not only maintain but elevate our reputation as a trusted utility provider that puts its customers first. We look forward to building a partnership that supports our mission of connecting with and caring for the community we proudly serve.

PWC is committed to promoting the utilization of Small Local and MWDBEs (Certified by the State Department of Transportation (DOT) or the North Carolina Office of Historically Underutilized Business (HUB)) by providing equal opportunity for participating in all aspects of PWC’s contracting and procurement programs, including but not limited to general (other) service contracts.

OBJECTIVE OF THE REQUEST

It is the intent of this REOI to obtain EOIs from interested and eligible Providers for On-Call Services of 1) Copyediting, 2) Graphic Design, 3) Photography & Video Animation Production, and 4) Social Media Content Creation & Platform Management within the detailed scope of work section. **IMPORTANT - A Provider is welcome to express interest in an individual discipline or multiple disciplines within this REOI. A Provider is NOT required to provide assistance in all disciplines to express interest.**

REOI SCHEDULE

Action	Responsibility	Date/Time
Submit Written Questions	Vendors	Monday, March 31, 2025, 5:00 P.M.
Provide Response to Questions	PWC	Monday, April 7, 2025, 5:00 P.M.
REOI Submission Deadline	Vendors	Wednesday, April 16, 2025, 3:00 P.M.

QUESTIONS

Written questions shall be emailed to procurement@faypwc.com by the date and time specified in the REOI schedule. Providers will enter "REOI PWC2425069 – Questions" as the subject of the email.

Questions received prior to the submission deadline date, the Procurement Advisor's response, and any additional information deemed necessary by PWC will be posted in the form of an addendum to the PWC website and shall become an Addendum to this REOI. No information, instruction, or advice provided orally or informally by any PWC personnel, whether made in response to a question or otherwise concerning this REOI, shall be considered authoritative or binding. Providers shall rely only on written material contained in an Addendum to this REOI.

Inquiries should be submitted no later than the date and time noted in the REIO schedule. Questions answered verbally will be followed up by written addenda as deemed necessary; oral interpretations shall have no effect.

QUALIFICATION STATEMENT REQUIREMENTS

The qualifications statement shall consist of the following information, tabbed as identified and in the order indicated below:

Section 1 – Letter of Expressed Interest (maximum of two pages)

- Provider name, year established, address, telephone number, fax number, direct contact email address and contact person.
- Identify if the Provider is classified as a Historically Underutilized Business (HUB), State Department of Transportation (DOT), or PWC Certified Small Local Supplier (SLS).
- Identify which service(s) from Attachment A Provider is expressing interest in.
- State any conflicts of interest a provider or any key individuals of the team may have with the Project or PWC.

Section 2 – Capabilities Statement (maximum of one page for each discipline)

- Provide a detailed and specific copy of the business' capabilities statement with regard to each discipline you are expressing an interest in:
 - Copyediting Services
 - Graphic Design Services
 - Photography & Animated Video Production Services
 - Social Media Content Creation & Platform Management Services

Section 3 – Personnel (maximum of two pages)

- Specify professional qualifications and direct contact information of key management and staff personnel to be assigned to PWC Projects.
- Identify specialty, level of expertise, education, and any direct work experience on projects similar in scope to the one being proposed.

Section 4 – References (maximum of one page)

- Provide at least three (3) different references for which the Provider has provided services of similar deliverable and scope. PWC may contact these references to determine the services provided are substantially similar in scope to those requested in Attachment A and that the business' performance has been satisfactory. The information obtained shall be considered part of the EOI evaluation. If PWC is referenced, it cannot be counted towards your three (3) required references but may be included in addition to.

Section 5 – Portfolio Examples (maximum of five pages)

- Provide one portfolio example for each of the following disciplines you are interested in consulting with PWC for and you have provided for other clients. Please note, only one example should be submitted; additional examples may be requested during the evaluation process. If the examples are proprietary or trade secret, please mark the example as such.
 - Copyediting
 - Finished article or writing sample
 - Graphic Design
 - Customer Education Advertisements
 - Print Media Advertisements
 - Sponsor Booklet Advertisements
 - Social Media Graphics
 - Newsletter or Electronic Newsletters
 - Infographic/Flyer/Brochure/Booklets
 - PowerPoint Presentations
 - Logo Design

- Photography & Animated Video Production
 - Posed Group Photos
 - Staged Professional Working Shots
 - Action Photos from an event
 - Professional Headshot
 - Infographic Animation
 - 15 Second Animated Video Ad
 - 30 Second Animated Video Ad
- Social Media Content Creation and Platform Management
 - Social Media Customer Education Campaign
 - Social Media Content Post or Graphic
 - Social Media Engagement Campaign

Section 6 – Additional Required Attachments (These attachments do not count towards the page limit)

- Completed Attachment D: Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- If applicable, provide any redlines or contract modifications to the Service Agreement
- If applicable, provide any redlines or contract modifications to the Non-Disclosure Agreement
- If applicable, provide any redlines to the Work Authorization Form
- If applicable, provide copies of Certificates of Insurance (COI) showing General Liability, Automotive, Worker’s Compensation, and Professional Liability Coverage (Certificate of Insurance will not count towards page limits).

NOTE: The qualifications submittal shall be limited to a maximum number of **fifteen (15) pages**. The Page size is restricted to 8 ½” x 11”. The file size is restricted to 153MB. This page limit includes the tabs and/or other dividers. Providers should refrain from submitting individual pages, with the exception of video ads. Failure to comply with the page limits and file size limits will result in automatic disqualification of the submittal. The front and back cover and copies of the COI do not count towards the total page limit.

No additional information regarding this Project will be provided prior to the award. The interested Provider(s) shall focus their response to this REOI PWC2425069 ON-CALL COMMUNICATION & COMMUNITY RELATION SUPPORT SERVICES on their qualifications to complete the work, and why they should be selected for the specific project.

SUBMISSION INSTRUCTIONS

EOI Submissions will be accepted if emailed to procurement@faypwc.com. The email subject must be **REOI: PWC2425069 ON-CALL COMMUNICATION & COMMUNITY RELATION SUPPORT SERVICES**. Late submissions will not be considered.

EVALUATION OF EOI AND SOLICITATION PROCESS

EOIs will be reviewed by a committee composed of PWC personnel, including the Chief Communications & Community Relations Officer and other Division team members. PWC will attempt to solicit project-specific proposals with qualified MWDBEs and attempt to negotiate a Service Agreement with the best-valued Providers. Should the parties be unable to reach an agreement, PWC reserves the right to continue scope and fee negotiations with the other Providers.

PWC reserves the right to reject any or all submittals.

E-VERIFY

Consultant 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. Consultant 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 North Carolina General Statutes §64-26(a). Consultant hereby pledges, attests, and warrants through execution of this Agreement that Consultant complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any sub-consultants currently employed by or subsequently hired by Consultant shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

IRAN DIVESTMENT ACT

As mandated by North Carolina General Statute 147-86.59(a), Consultant hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to North Carolina General Statute 147-86.58. Consultant further certifies that in accordance with North Carolina General Statute 147-86.59(b) that it shall not utilize any sub-consultant found on the State Treasurer's Final Divestment List. Consultant certifies that the signatory to this Contract is authorized by the Consultant to make the foregoing statement.

VENDOR REGISTRATION VIA ISUPPLIER

All vendors interested in doing business with PWC must register as a vendor through the iSupplier Portal using the link below. The iSupplier self-service portal enables vendors to have real-time access to information regarding purchase orders, invoices, and payments through a secure environment. Attach a copy of your W9 to your online registration.

<https://www.faypwc.com/isupplier-doing-business-with-pwc/>

ATTACHMENT A: SCOPE OF WORK

1. Project Overview:

PWC's Communications & Community Relations Division is looking for Service Providers to act as external consultants in the following disciplines:

- Copyediting
- Graphic Design
- Photography & Video Animation Production
- Social Media Content Creation & Platform Management

These services will include the creation of Customer Education Materials, Marketing Materials, Branding Elements, and other important deliverables. The Service Provider(s) will deliver on-call services as needed by PWC.

2. Scope of Services:

The following services will be provided as part of the on-call consulting offering but not limited to:

- **Copyediting- Complete & thorough editing of deliverables including but not limited to:**
 - Speeches/Public Remarks: Complete and thorough editing of speeches, public remarks, and talking points to ensure clarity, coherence, and impact.
 - Newsletter/Electronic Newsletters: Editing newsletters and electronic newsletters to enhance readability, engagement, and accuracy.
 - Social Media and Website Posts: Proofreading and editing social media and website posts to maintain consistency and professionalism.
 - Customer Education Materials: Copyediting customer education materials to ensure they are informative and easy to understand.
 - Marketing Materials: Editing marketing materials to make them compelling and persuasive.
- **Graphic Design- Engaging & professional graphics for Customer Education uses.**
 - Social Media Graphics: Creating visually appealing graphics for social media platforms to enhance engagement and brand presence.
 - Infographics: Designing informative and eye-catching infographics to convey complex information in a simple and engaging manner.

- Booklets/Brochures/Flyers: Developing professional booklets, brochures, and flyers for awareness, marketing and informational purposes.
- Advertisements: Crafting compelling advertisements for print and digital media to promote products and services.
- Template production: Create templates in Adobe design products that staff can customize for regular publications.
- Brand Consistency: Ensure the look and feel of products is consistent with the PWC brand- whether it's designed for customer education, internal communications, or promotional content.
- **Photography & Animated Video Production- Still and motion visual products.**
 - Photography services will include still photography in either digital or celluloid mediums that will include but not be limited to:
 - Posed Group Photos: Capturing professionally staged group photos at events and for promotional purposes.
 - Staged Professional Working Shots: Taking high-quality photos of professionals in their working environment to showcase their expertise and dedication.
 - Action Photos from Events: Photographing dynamic and engaging moments from events to highlight key activities and interactions.
 - Professional Headshots: Providing polished and professional headshots for team members and executives.
 - Motion Visual Products will produce video assets to include but not be limited to:
 - Motion graphics: Animated logos, stingers, lower thirds, opening graphics, closing graphics, custom transitions, or other motion graphics.
 - Animation: Animations to be used individually or combined with other video projects.
 - Commercial and Special Projects: Video projects to tell PWC's story to customers across a variety of mediums.
- **Social Media- Content creation and platform management.**
 - Creating PWC Business Facebook Presence: Establishing and cultivating a professional Facebook presence for PWC to engage with customers and share updates.

- Creating PWC Social Media Presence: Developing and maintaining visual content to connect PWC with the audience across a variety of social media channels.
- Archive Social Media: Archiving PWC social media channels to ensure historical content is preserved and accessible.
- Social Media Posts: Crafting and scheduling engaging social media posts to keep the audience informed and engaged.
- Social Media Platform Management: Overseeing the overall social media strategy, including content creation, posting schedules, and audience interaction.

3. Deliverables:

The following deliverables will be provided based on individual requests and needs:

- **Final Design Files:**
 - Delivered in the required format and specification for the destination (e.g. a .pdf built to spec with cut marks)
 - For graphic design projects- source files for future revisions that is editable and can be opened by the Adobe Creative Cloud Suite (e.g. .ai or .eps for vector graphics, .psd for raster graphics, .indd for booklets, .aep for motion effect files)
 - For photography, provide the final processed photo and the original images in raw format, if available
 - For videography, provide the raw files if requested in addition to the final edited product
- **Design Revisions:**
 - A defined number of revisions per design (typically up to 2-3 rounds)
- **Web-Optimized Files:**
 - Files optimized for digital platforms, including web, social media, and email

4. Timeframe and Availability:

- **Response Time:**
Service Provider(s) will be contacted by a member of the Communications & Community Relations Division on an individual project basis. Providers are expected to respond within twenty-four (24) hours, indicating if they have the capacity to engage on the project within the required deliverable timeframe. If the provider is not available or does not respond within the twenty-four (24) hour period, we will move on to the next provider.

Understanding the Service Provider(s) availability for immediate or rushed deliverables will also be needed.

- **Turnaround Time:**

Each project request will have an estimated delivery time need based on its complexity and ultimate deliverables. Standard turnaround time will be agreed upon and established at the start of each project. For example, two (2) business days will be the general standard for most copyediting and graphic design projects.

- **Availability:**

The Service Provider(s) will be available on an on-call basis Monday through Friday, 8 AM to 5 PM. Emergency or off-hours requests can be accommodated at an agreed-upon additional rate. Service Provider(s) to the best of their ability should communicate when they are able to be considered for project requests.

5. Communication and Process:

- **Request Submission:**

- PWC will submit design requests via email, project management tool, etc.
- Requests should include detailed instructions, examples of previous work, reference materials, and any necessary brand guidelines.

- **Work Authorization & Revisions:**

- PWC will provide a work authorization form, authorizing the Provider to perform work. The Provider will be required to sign each work authorization form before proceeding with work (Attached as Attachment F).
- Feedback on initial drafts within two (2) business days.
- Revisions will be made promptly, and the final design will be delivered after approval.

6. Confidentiality and Ownership:

- **Confidentiality:**

- Both parties agree to maintain confidentiality regarding proprietary or confidential information. The service provide will be required to sign PWC's Non-Disclosure Agreement (Attached as Attachment G).

- **Ownership of Deliverables:**

- Upon full payment, PWC will own the rights to all final design deliverables. The Service Provider retains the right to use the designs in portfolios or as samples for marketing purposes.

ATTACHMENT B: CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Primary Participant, _____ (major third-party contractor), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature

Title

Printed Name

Date

PWC at a Glance



Customers



- In operation since 1905
- Provides Electric, Water & Wastewater Services
- Total Customers: 121,886
- Number of Services: 274,101
 - Electric: 83,537
 - Water: 92,453
 - Wastewater: 92,100
 - Irrigation: 6,011
- Customers with 2+ services: 75%
- Annual Customer Turnover: 20-25%

Customer Service



- Annual Customer Contacts: 495,136
- Average Monthly Calls: 32,363
- Annual Bills Generated: 1.4 Million
- Customer Incentive Programs: 13
- Annual Water Leak Notifications: 20,363 (17.2 million gal)

Employees



- Number of Employees: 651
- Average Tenure of Employees: 10 years
- Average Age: 45
- Annual Turnover: 9.0%*
- Annual Hours Worked: 1.2 Million

*non retirement

Facilities



- Butler-Warner Generation Plant (268 MW)
 - Electric Service Area: 147 Sq. miles
- P.O. Hoffer Water Treatment Facility (39.5 MGD)
- Glenville Lake Water Treatment Facility (18.0 MGD)
 - Drinking Water Service Area: 116 Sq. miles
- Cross Creek Water Reclamation Facility (25 MGD)
- Rockfish Creek Water Reclamation Facility (21 MGD)
 - Wastewater Service Area: 109 Sq. miles

Electric Operations



- Purchase Wholesale Power from Duke Energy
- Only NC municipal system to own/operate a generation plant (Dispatched for use by Duke Energy)
- Generation Capacity: 268 MW
- Solar Generation: 1 MW
- Battery Storage: 2 MW
- Annual MWH Sold: 1.9 million
- System Peak: 499 MW (Feb. 9, 2015)
- Reliability Rate: 99.99%
- Electric Distribution Substations: 32
- Distribution Lines: 1,360 miles
- Transmission Lines: 123 miles
- Streetlights/Area Lights: 37,853

Water/Wastewater Operations



- Population Served: 225,000
- Drinking Water Treated: 10.7 Billion Gallons/Year
- 100% Compliant for all EPA Drinking Water Standards
- Daily Water Treatment Capacity: 57.5 MG/Day
- Daily Wastewater Treatment Capacity: 46 MG/Day
- Water/Wastewater Infrastructure: 2,825 miles
- Hydrants: 8,616
- Sanitary Sewer Lift Stations: 78
- Manholes: 34,002

Financial

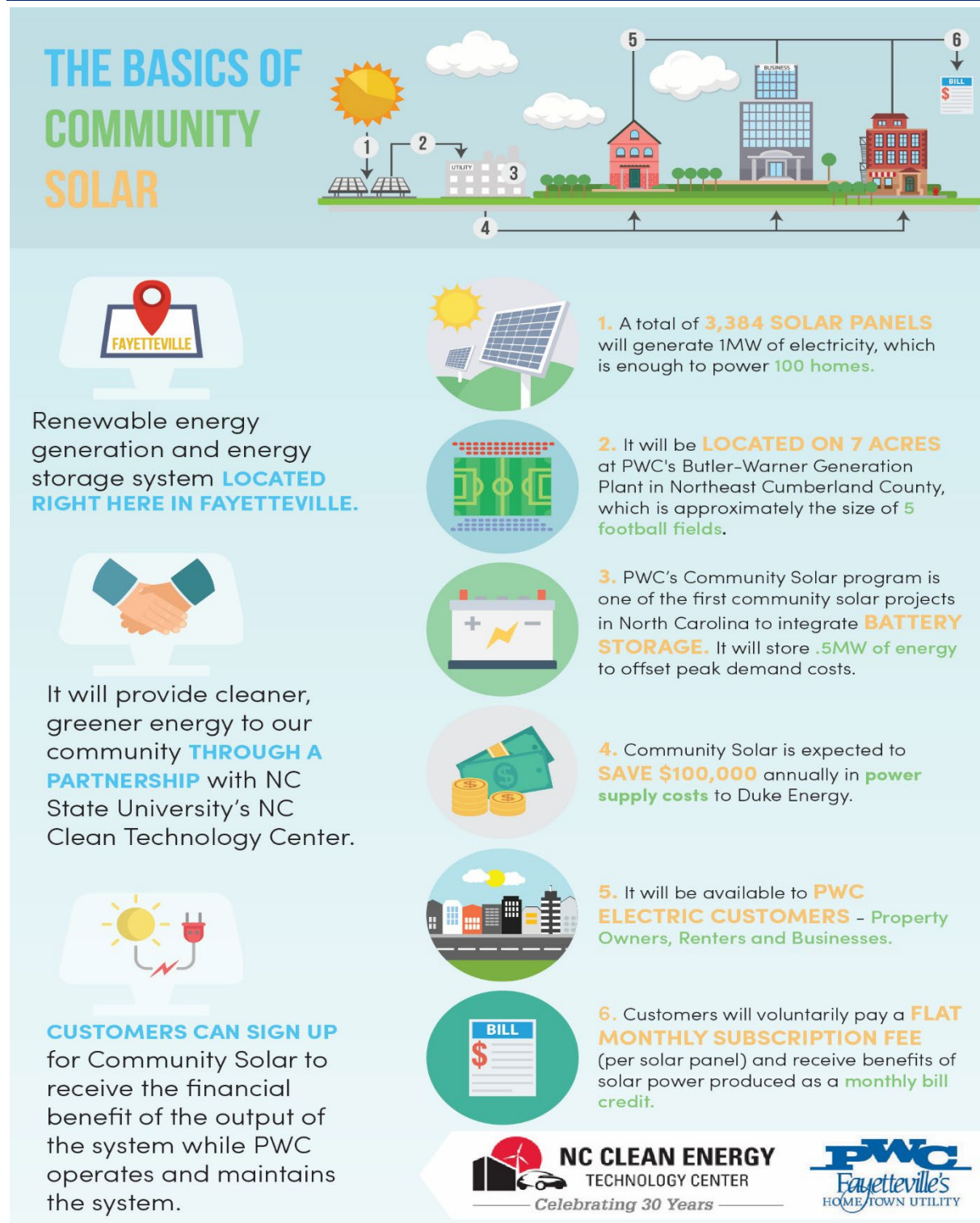


- FY24 Annual Operating Budget: \$428.8 Million
- Total Assets: \$1.62 Billion
- Bond Rating: Aa2(Moody's), AA (Standard & Poor), AA (Fitch)
- Operations & Maintenance Expense per Customer: \$505 (\$557 National Median)
- Annual Cash Contributions to the City of Fayetteville in Lieu of Taxes: \$12.2 Million
- Annual Streetlight Services: \$3.9 Million
- Annual Annexation Construction Costs: \$4.8 Million
- Total Annual Contributions to the City of Fayetteville: \$25.4 Million

Visit www.faypwc.com to learn more about PWC



ATTACHMENT D: ILLUSTRATIONS OF PREVIOUS INFOGRAPHICS FOR REFERENCE



HOW TO

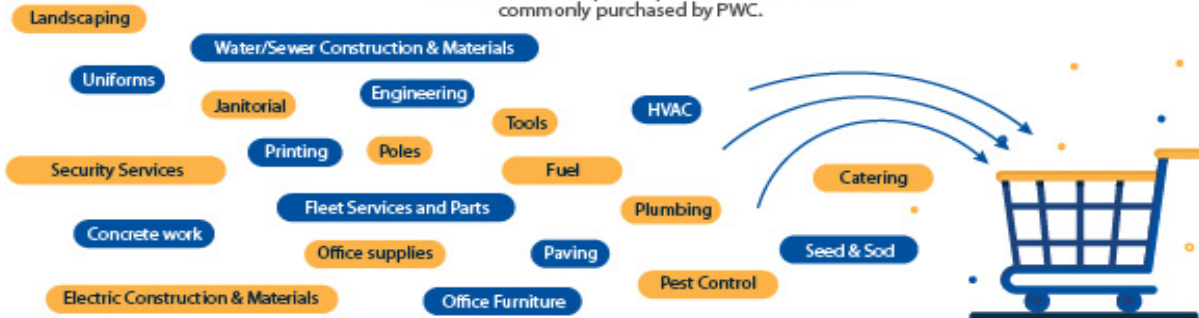
Do Business with Fayetteville PWC

Your business is important to us! Here's what you need to know about doing business with Fayetteville PWC.



What PWC Purchases

Here are some examples of products and services commonly purchased by PWC.



How to Find Out About PWC Business Opportunities

PWC advertises publicly, sends emails requesting quotes, and participates in the Small Disadvantaged Business Enterprise (SDBE) Program.

Marketing Your Firm

Get to know your customers, build relationships, bid as a subcontractor, and keep your business options open.

- Get to know your customers, build and communicate your capabilities, seek out subcontracting opportunities and/or propose as a prime.
- Provide brochures or capability statements that describe your company and products/services.
- Attend PWC events like the Building Business Rally (BBR) Conduct outreach with PWC and monitor PWC's website for PWC business opportunities.

How PWC Purchases Goods

PWC begins the purchasing process by soliciting from prospective vendors. A purchase is initiated by one of the following types of solicitations.



To learn more about doing business with PWC, visit

www.faypwc.com/purchasing

and download the FREE comprehensive "How to Do Business with PWC" guide.



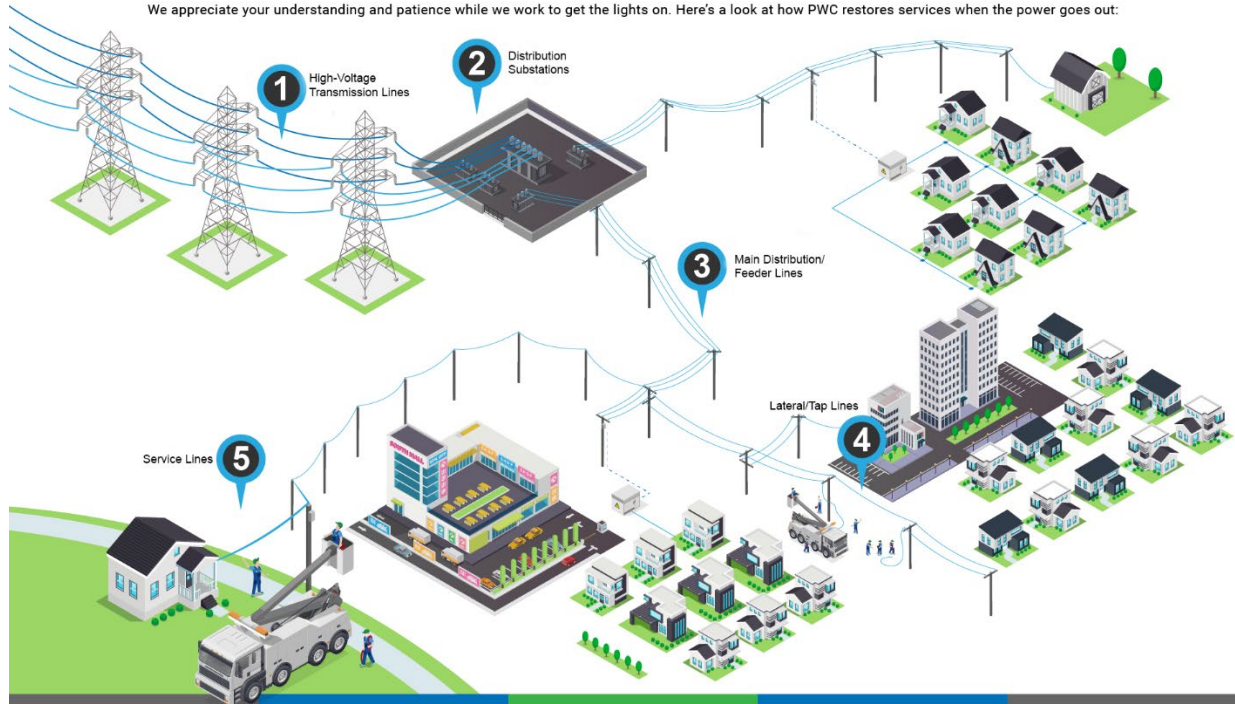
PWC'S RESTORATION PLAN

REPORT OUTAGES • 1-877-OUR-PWC1



As a local Public Power electric utility, we provide the fastest response when an emergency happens. And PWC has been recognized by the American Public Power Association as a Diamond Level-Reliable Public Power Provider, which means we have fewer and shorter outages when they do occur. When the power goes out, PWC crews work as quickly and safely as possible to restore services. Under our power restoration plan, we work to restore services to the greatest number of customers in the shortest time, with priority given to locations such as hospitals, schools/other facilities used as disaster shelters, county and city facilities including fire and police stations, water and wastewater facilities serving our customers, and public facilities or private homes with people on life support systems.

We appreciate your understanding and patience while we work to get the lights on. Here's a look at how PWC restores services when the power goes out:



1 High-Voltage Transmission Lines

We begin by repairing any damage in the lines to and from our transmission system - where high voltage power (typically 100,000 volts-up to 750,000 volts) is received from Duke Energy, our power supply provider. While damage at this level is less likely, when it does occur, it affects the greatest number of customers and must be repaired before other parts of the system can operate.

2 Distribution Substations

The next step is to check for damage at our substations - where the voltage is reduced to a level safe for distribution. Each local substation serves several thousand customers, so repairing damage here may restore power to a large number of people.

3 Main Distribution/Feeder Lines

We then proceed to repair any damage in the distribution system, starting with the main distribution/feeder lines that carry power to groups of customers such as neighborhoods/housing developments.

4 Lateral/ Tap Lines

Most outages are small and isolated because they involve the lateral or tap lines. These lines deliver power to transformers, either mounted on poles or placed on pads for underground service, outside businesses, schools and homes. There are often multiple lines within a neighborhood and on both sides of the street. You and a neighbor may be on separate lines so power may not always be restored at the exact same time.

5 Service Lines

Service lines carry power, either overhead or underground, between a transformer and your individual home or business. If your power outage is caused by damage between the line to your home and the service installation, it is your responsibility to have an electrician repair the damage before PWC can restore power. Other things to keep in mind as well: 1) underground outages typically take longer to restore, and 2) it is not uncommon for lights to flicker if power restoration is going on near your residence.

ATTACHMENT E

For the internal use of Fayetteville Public Works Commission only

Requester/Responsible Employee:

Project Title:

Contract Number:

(Assigned by Procurement)

Bid Number (if applicable)

(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 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. For the Services, Provider shall be compensated 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.

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; Sales and Use Taxes. 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.

If the Services involve repair, maintenance, or installation subject to any sales and use tax under North Carolina law, then Provider shall comply with all of the following requirements so that PWC may recover the amount of the tax permitted under the law:

- a. Furnish PWC documentary evidence showing the material used, sales tax paid, and County paid (County of sale). The documentary evidence shall include Provider's certified statement showing total purchases of materials from each separate vendor and total sales taxes charged to PWC and paid by Provider. The documentary evidence shall also include Provider's certified statement as to the amount paid by PWC for sales tax on the Services delivered by Provider to PWC. A certified form is required even if no sales tax was paid for pay request period. Materials used from Provider's warehouse stock shall be shown in a certified statement at warehouse stock prices and amount of County of Use Tax charged to PWC and paid by Provider;
- b. Provider shall furnish to PWC invoices or copies of invoices for all materials purchased for said work within pay request period, and such invoices shall state the amount of North Carolina Sales Tax, if any, paid for materials. Provider shall also furnish to PWC invoices identifying the amount paid for the sales and use tax on Services that are subject to such taxation under North Carolina law; and
- c. Provider shall not include any tax paid on supplies, tools, and equipment that Provider uses to perform the Service.

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 Indemnatee(s) by the legal counsel of each Indemnatee'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: Timothy Bryant, 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, Provider shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise Provider's professional judgment with respect to the

Services. 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: _____
Timothy Bryant, CEO/General Manager

Date: _____

By: _____
Name: _____
Title: _____

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 Graham, Chief Financial Officer

Approved as to form:

Legal Dept.

ATTACHMENT F

For the internal use of Fayetteville Public Works Commission only

Contract Number:

Work Authorization Number:

Purchase Order Number:

(Assigned by Procurement)

Project Title:

Provider:

Work Authorization Amount:

Work Location:

Work Authorization Scope/Purpose:

Notes: (1) The terms and conditions of the original Service Agreement (SA) shall govern and supersede any conflicting or additional terms and conditions contained in any exhibit, attachment, or document provided with this Work Authorization. Acceptance of this Work Authorization does not constitute acceptance of any terms or conditions beyond those in the original SA unless expressly agreed to in writing and approved by PWC's legal counsel.

(2) Only Work Authorizations that align with the scope and/or rates specified in the original Service Agreement (SA) will be permitted. Any deviations from the agreed-upon scope or rates must be formally amended in the SA and approved by PWC Procurement and Legal Departments prior to authorization.

Work Authorization

This Work Authorization is issued in accordance with the terms and conditions set forth in the Service Agreement dated [redacted] (the "Agreement") between the Parties. Provider agrees to provide the Services as described in the Agreement and the terms and conditions set forth in Exhibit A attached hereto and made a part hereof by this reference.

The Services shall commence promptly following the date hereof and continue until [state date] [completion] unless terminated earlier in accordance with the terms of the Agreement. The Parties shall agree upon a mutually acceptable schedule for the performance of the Services. Any changes to the schedule shall be communicated in writing and agreed upon by both Parties.

PWC agrees to pay Provider for the Services provided under this Work Authorization in accordance with the pricing set forth in Exhibit A.

Any changes to the scope of work, deliverables, or timeline must be documented in a written Change Order signed by both Parties. Provider shall provide PWC with a detailed description of the proposed changes, including any adjustments to the compensation and schedule.

This Work Authorization, along with the Agreement and any attached exhibits, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether oral or written. No modification or amendment of this Work Authorization shall be valid unless it is in writing and signed by both Parties. This Work Authorization may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Terms not defined herein shall have the meanings ascribed to them in the Agreement.

Fayetteville Public Works Commission

[redacted]

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

ATTACHMENT G

NON-DISCLOSURE

AGREEMENT

This Nondisclosure Agreement ("Agreement") is made effective this [redacted] day of [redacted], 2025, by and between Fayetteville Public Works Commission, a public authority organized under the laws of the State of North Carolina with its principal place of business located at 955 Old Wilmington Road, Fayetteville, North Carolina 28302 ("PWC"), and (Vendor Name) a (Business Type) with its principal place of business at (Vendor Address) ("Vendor") (PWC and Vendor are each a "Party" and collectively the "Parties"). In consideration of the mutual covenants contained herein, the Parties intending to be legally bound, agree as follows:

1. "Confidential Information" means all records, communications, and other information, whether written, electronic, or oral, given by one Party ("Disclosing Party") to the other Party ("Receiving Party") that are not subject to disclosure as a public record under North Carolina law when such information is in the possession, custody, or control of PWC, which information includes but is not limited to trade secrets, personnel records, and customer billing records. All Confidential Information shall either be marked or otherwise identified as "confidential" or be such information that a reasonable person would be expected to understand is confidential under the circumstances. Confidential Information excludes information which:

- a. Was known to Receiving Party prior to its receipt from Disclosing Party free of any obligation to keep it confidential;
- b. Is or becomes publicly available, by other than unauthorized disclosure;
- c. Is independently developed by Receiving Party without knowledge of the Confidential Information;
- d. Is disclosed to any non-agent third party by Disclosing Party without restriction;
- e. Is lawfully received from a third party whose disclosure would not violate any confidentiality or other legal obligation; or
- f. Is required to be disclosed pursuant to North Carolina law.

2. Receiving Party will: (a) protect and safeguard the Confidential Information with at least the same degree of care as it uses to protect its own Confidential Information, which will be no less than a commercially reasonable degree of care; (b) use the Confidential Information of Disclosing Party only for the purpose for which Disclosing Party provided such information to Receiving Party ("Purpose") and for no other purpose or otherwise in any manner to Disclosing Party's detriment; (c) not disclose, publish, or furnish Confidential Information, in any manner, except to its employees, agents, attorneys, accountants or advisors (collectively "Representatives") who (i) need to know such Confidential Information to assist Receiving Party in relation to the Purpose, (ii) are informed by Receiving Party of the confidential nature of the Confidential Information, and (iii) are subject to confidentiality duties or obligations to Receiving Party that are no less restrictive than those in this Agreement; (d) not copy Confidential Information without the written consent of Disclosing Party, unless necessary for the Purpose, and (e) be responsible for any breach of this Agreement caused by any of its Representatives. The Receiving Party shall give the Disclosing Party notice immediately upon becoming aware that any Confidential Information has or may have been disclosed or released.

3. If Receiving Party or its Representatives is requested or required by applicable federal, state or local law, including but not limited to, subpoena, civil investigative demand or similar process (collectively, a "Legal Order"), to disclose any Confidential Information, the Receiving Party will (a)

promptly notify Disclosing Party of such request, except as prohibited by law, so that Disclosing Party may seek an appropriate protective order or other remedy; and (b) provide commercially reasonable assistance to Disclosing Party in opposing such disclosure and/or obtaining a protective order or other remedy to the extent such opposition is reasonably warranted by law. If, after providing such notice and assistance as required in this Section, Receiving Party remains subject to a Legal Order to disclose any Confidential Information, Receiving Party or its Representatives, as the case may be, will disclose no more than the portion of the Confidential Information, which, on the advice of Receiving Party's legal counsel, is specifically required to be disclosed by such Legal Order. If Vendor designates information as Confidential Information, Vendor shall defend, indemnify, and hold harmless PWC, its Commissioners, officers, employees, and agents, from every claim, demand, loss, expense, cost, damage or injury,

including reasonable attorney's fees, resulting from any third party bringing an action under Chapter 132 of the North Carolina General Statutes, to the extent such may result from the decision of PWC or its staff to withhold information in accordance with G.S. 132-1.2 and this Agreement. PWC agrees to maintain the confidentiality of Confidential Information during the pendency of any such action consistent with its statutory obligations and the commitments undertaken herein.

4. The Parties agree that, upon the written request of a Disclosing Party, Receiving Party and its Representatives will promptly return to Disclosing Party or provide written certification of the destruction of all Confidential Information of Disclosing Party, including all Confidential Information contained in internal documents, without retaining any physical or electronic copy, extract or summary of any part thereof. Notwithstanding the foregoing, a Receiving Party may retain copies of Confidential Information to the extent required by law and, in addition, solely to the extent necessary for purposes of such Party's ordinary course internal document retention and backup requirements and procedures, provided that such Confidential Information will remain subject to the terms and conditions of this Agreement for so long as it is retained.

5. The Parties agree that (a) all Confidential Information disclosed under this Agreement, and all copies thereof, will be and remain the property of Disclosing Party; (b) nothing contained in this Agreement grants or implies any grant of any right, license or authority in or to the Confidential Information; and (c) neither Party will be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. THE PARTIES HEREBY AGREE THAT ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS," AND NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE THEREOF.

6. The Parties agree that (a) money damages alone would not be a sufficient remedy for any breach of this Agreement, and that, in addition to all other remedies, each Party will be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach; (b) neither Party will oppose any injunctive relief sought by the other Party on the grounds of failure to prove actual damage; and (c) each Party waives any requirement for the securing or posting of any bond in connection with such remedy.

7. Either Party may terminate this Agreement at any time by providing written notice to the other Party. Notwithstanding the foregoing, the confidentiality provisions of this Agreement shall survive and continue to apply to Confidential Information in perpetuity after such Confidential Information was disclosed to Receiving Party.

8. This Agreement sets forth the entire agreement and understanding between the Parties on the subject matter hereof and supersedes all prior discussions and agreements between them. This

Agreement may not be modified or amended except in a writing signed by all Parties. This Agreement will be binding upon and will inure to the benefit of each Party hereto and its successors and assigns. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that upon prior written notice to the other Party, either Party may assign this Agreement to: (1) an entity that purchases all or substantially all of the equity or assets of the assigning Party; or (2) a successor entity into which the assigning Party merges or consolidates. The Parties agree that if at any time a Party elects not to assert any of its rights under this Agreement, this election will not be construed as a waiver of such Party's rights under such provision or any other provision of this Agreement, nor shall any exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted herein or by law. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina. Venue for any proceedings arising under or relating to this Agreement shall be in the courts serving Cumberland County, North Carolina, and Vendor consents to the exercise of personal jurisdiction over Vendor by such courts and waives all objections and defenses relating to *forum non*

conveniens and venue. All notices under this Agreement will be in writing and will be deemed to have been duly given upon receipt, if personally delivered or if sent by certified mail, return-receipt requested, postage prepaid or by a nationally recognized overnight courier service (e.g. Federal Express) to the addresses set forth on the first page of this Agreement. 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.

IN WITNESS WHEREOF, the Parties have executed this Nondisclosure Agreement effective the date first written above.

Fayetteville Public Works Commission

Vendor Name

By: _____
Chief Officer Name and Title

By: _____

(Printed Name)

(Title)