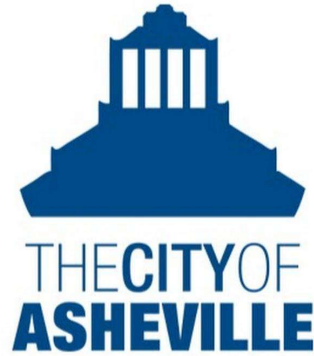




Request for Proposals

**Pharmacy Benefit Management
for the
City of Asheville**

298-FY27-HR-RFP-PHARMACY

City of Asheville
Project Manager: Nathanael Sinclair
Email: HRproposals@ashevillenc.gov

Date Issued: September 28, 2026

PROPOSALS DUE BY: October 22, 2026, 5:00pm EDT

1. Request for Proposal Notice

Pursuant to the City of Asheville's Procurement, Purchasing and Contracting Policy, Proposals will be received by the City of Asheville for the following: pharmacy benefit management services for the City of Asheville's pharmacy benefit program. Notice is hereby given that the City will accept proposals until October 22, 2026, 5:00pm EDT.

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

2. Description

The City of Asheville is releasing the RFP to identify a pharmacy benefit management partner that can support the City's pharmacy benefit program, member experience, clinical program needs, financial objectives, reporting and transparency requirements, and related vendor coordination. As a consultant to the City of Asheville, Willis Towers Watson, LLC will be assisting the City of Asheville with the pharmacy benefit management RFP and will continue to provide oversight as the City of Asheville consultant and broker of record.

The City of Asheville has a long-standing employee health services center in Asheville, North Carolina. There are approximately 1,243 employees, 145 retirees and 1,065 dependents (318 spouses and 747 children) that have access to the health center.

To learn more about the City of Asheville, you can visit the City's Benefits site at [AshevilleBenefits.com](https://www.ashevillebenefits.com).

3. Evaluation Criteria

The City is soliciting proposals from qualified pharmacy benefit managers (PBM) services (hereafter "Proposer" or "PBM"). This may include:

- Access to national and local contracted networks of pharmacies
- Pharmacy claims processing services, including manual and electronic acceptance of claims and payment services
- Utilization review of pharmacy claims and cases
- Clinical programs to support members with chronic or complex conditions and to support cost management
- Customer service support for member inquiries
- Enrollment services and member materials, including ID cards, pharmacy lists, claim forms, drug cost estimator support, and education tools, as applicable

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- Vendor integration and data sharing with the medical plan administrator to support deductible and out-of-pocket maximum accumulators
- Detailed management reporting, clinical reporting, rebate and other financial reporting, and ad hoc reporting
- Online claims and benefit plan information access for members through a secure portal
- Online reporting and eligibility access for the plan sponsor
- Administration of custom drug lists or value-based pharmacy benefits for designated members at low or no copay, as applicable

City of Asheville has the following objectives that it wants a selected vendor to fulfill, and it will be the vendor's obligation to ensure that the work meets these objectives. Through the new contract, City of Asheville is looking for a partner that will fulfill the following expectations:

- Administer the pharmacy benefit program accurately and efficiently
- Strong, dedicated, and proactive account management team
- Deliver the most competitive terms and pricing available in the marketplace that will not "stale" in the second and/or third contract year. Align PBM's and City of Asheville's incentives through transparency.
- Assure consistently high levels of service and plan administration and assume fees at risk.
- Administer a program that maintains strong quality assurance and care management that is also pursuant to the intent of the current plan documents or proposed program (as applicable)
- State-of-the-art clinical programs with guaranteed return on investment, maximum generic utilization, and comprehensive specialty drug strategies. Provide comprehensive utilization, trend and cost management reports.
- Robust employee website and app to locate pharmacies, prescription drug information, and consumer modeling/drug pricing tools
- Support a seamless member experience across pharmacy, medical, clinic, and related benefit programs
- Promote consumerism and behavior change through communication tools that leverage technology.
- Effectively integrate with other City of Asheville vendor partners to meet participants' health management needs
- Support the City's clinical programs, including TAP, through effective coordination, implementation, reporting, and operational execution
- Agree to clearly stated contract provisions and performance guarantees that drive excellent service, satisfaction and performance for City of Asheville's staff, employees and members.
- Provide the necessary technical and administrative support for a smooth implementation, if necessary
- Be accountable for acting in the best interest of City of Asheville, its employees and members
- Provide flexible, responsive pharmacy benefit administration that can support current and future City needs
- Collaborate with the City and its consultant as a proactive strategic partner

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- Annual directed fee requirement: Proposer agrees to pass through an annual management fee of \$60,000 to Willis Towers Watson ("Broker") on behalf of Sponsor for the broker and related services Broker provides to Sponsor.
- Note that the RFP questionnaire contains additional requirements. Please review those carefully and indicate your agreement.

City of Asheville requires the Proposer to provide the following as part of proposal submission:

- References: Provide the names and telephone numbers of three clients who you have provided similar or related services as described in the Scope of Services who may be contacted as references.
- List all previous engagements with the City of Asheville

The requested services for the proposed programs are to be based on the administration of all claims incurred on or after July 1, 2027. The Vendor will be required to make all arrangements necessary to ensure a smooth transition of care, administrative services, eligibility, and claims history from the current Vendors, if this RFP process should result in a change of Vendors.

The selected Proposer will be an integral part of the City of Asheville's health and wellbeing strategy and will work closely with the Human Resources team, the City's benefit plan vendors and the City's consultant, Willis Towers Watson (WTW). Respondents should review and respond to the City of Asheville's pharmacy benefit management requirements, TAP requirements, questionnaire materials, and applicable exhibits.

Program Overview

The City of Asheville partners with the following vendors (partial list):

Vendor	Function
Marathon	Employee Health Clinic
Cigna	Medical Plan Administrator
MYgroup	Employee assistance program (EAP)
Sun Life	Disability / Leave / Life
Munis	Benefit Administration

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The City of Asheville currently offers the following medical plan options to its active and retirees hired before 7/1/2012 population. Today, members must complete a Health Risk Assessment Questionnaire, Biometric Screening, and Annual Physical in order to receive the Wellness Employee Contribution premium for their chosen medical plan.

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Plan	Enrollment	Average Age	Average Annual Pay	% Employees Who Qualify for the Wellness Premium
Base Plan w/HRA	487	39.7	\$66.1K	92.0%
Base Plus Plan	678	43.8	\$71.0K	91.1%
Clinic-Based Plan	51	40.2	\$59.2K	88.2%
Total	1,216	42.0	\$68.3K	91.2%

The City of Asheville's top conditions based on pharmacy spend are listed below.

Episode
Cancer
Auto-immune Disorders
Diabetic Therapy
Gastrointestinal Disorders
Dermatological Conditions
Cardiac Disorders

The City of Asheville risk score is slightly lower than the industry. Its demographic risk score is 1.13 vs. the industry of 1.21.

Risk Group Analysis	Low Risk	At Below Average Risk	At Above Average High Risk	High Risk
Members	644	1,107	590	152
% of the population	26%	44%	24%	6%

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Medical PMPY	\$97	\$729	\$1,451	\$1,375
Rx PMPY	\$15	\$308	\$922	\$1,427

Third Party Vendor Programs partnering with PBM

The Asheville Project™

The Employee Health Services clinic, managed by Marathon Health, oversees **The Asheville Project™ (TAP)**. The pharmacy benefit manager is expected to partner with the clinic where appropriate. Started in 1996 with a focus on diabetes, TAP has since evolved into a whole-person care program. It helps members manage their health by working directly with clinic providers.

For meeting TAP eligibility and participation requirements TAP members receive \$0 copay only for drugs included on the TAP drug list. The \$0 member cost share bypasses the deductible. If a drug is not on the TAP drug list, the TAP member cost share follows the applicable plan design. TAP members do not receive all drugs at \$0; TAP members receive drugs at \$0 only when the drugs are included on the TAP drug list.

The PBM must be able to maintain the TAP drug list/formulary at least quarterly, maintain the TAP drug list as new drugs come to market, and provide a process that allows the City to remove and add drugs and therapeutic categories upon request. The PBM must also provide the TAP drug list/formulary to Marathon at least quarterly.

The PBM must be able to receive weekly eligibility from the medical carrier, currently Cigna, and support the data processes needed to administer TAP. This includes the ability to house member data in an online platform which can be accessed by Marathon personnel in order to verify eligibility and enroll and disenroll members from TAP.

The PBM must be able to perform testing both before and after go-live, implement the TAP program accurately in its current state by go-live, and support an automated process that removes the need for manual intervention. The PBM must provide a process for Marathon to directly enroll and disenroll members from TAP, in the event of noncompliance, in real time in the PBM system.

The PBM must disclose whether any TAP-related setup fees apply and provide the estimated amount. The PBM must also disclose whether any ongoing maintenance fees apply and provide the estimated amount. If fees are assessed, the PBM must confirm whether PBM credits can be used to pay for any TAP fees.

TAP covered conditions include: diabetes, asthma, depression, high blood pressure, high cholesterol, and COPD. Eligibility extends to all City employees, dependents (including children over the age of 15) and retirees covered by a City of Asheville medical plan and residing in North Carolina.

Participants are required to complete an initial appointment which includes biometrics and assessment by Employee Health Services.

- o Follow-up appointments are determined at a cadence by the Employee Health Services team (once every 6 months, at a minimum.) Members need to have labs/testing done at this time or bring in a copy of recent lab work performed elsewhere for review.

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- o If members are referred to a medical plan administration Health Coach (Cigna), members are required to meet with the Coach on a quarterly basis at a minimum.

Program outline: by enrolling in the program and meeting program requirements, members receive the following benefits paid fully by the City of Asheville:

- o Patient education regarding health conditions
- o Ongoing counseling with TAP coach or provider
- o Condition specific lab tests
- o Condition specific medications and supplies
- o \$0 copay only for drugs included on the TAP drug list

Program requirements: participants are required to:

- o Comply with minimal routine monitoring
- o Attend scheduled appointments
- o Work with their TAP coach or provider
- o Provide condition-specific information to coach
- o Engage in self-management practices

Digital physical therapy

Hinge Health offers digital physical therapy and musculoskeletal care for back, joint and muscle pain. It includes personalized exercise plans, coaching and education delivered via app and wearable sensors.

4. Cost Proposal

NOTE: Pricing is not confidential or proprietary

Instructions: Instructions: The proposal shall include pricing for all services and is to be completed through Proposal Tech.

To access Proposal Tech, go to <http://www.proposaltech.com/home/app.php/register>. Enter your email address into the field provided. No registration code is necessary. Click **“Begin Registration.”** If you already have an account with Proposal Tech, it will be listed on the registration page. If you do not, you will be asked to provide your company information. Once your account has been confirmed, check the appropriate box for the City of Asheville Pharmacy Benefits Management RFP and click the **“Register”** button. An invitation will be emailed to you within fifteen minutes. If you have any questions regarding the registration process, contact Proposal Tech Support at 877-211-8316 x84.

Pricing shall be inclusive unless otherwise indicated. The proposal shall itemize all services as well as all other charges related to completion for a fully functioning system.

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Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Email:	
Date:	

Please upload the completed signature section as an attachment with your submission via Proposal Tech.

5. Evaluation Metrics

Criteria	Points
General: Minimum Requirements, Administration Capabilities, Reporting, Contractual Provisions, Audit, and Compliance	15
Member Experience: Customer Service, Communications, Digital Tools and Web Capabilities	10
Clinical capabilities: Clinical Programs, Specialty Management, and Value-Based Benefit Design and TAP Capabilities	15
Relevant Projects and References	5
Financials (administrative fees, program and variable fees, discounts and dispensing fees, rebates, credits, performance guarantees)	55
Total Possible Points	100

6. RFP Schedule and Proposal Submission

RFP Issued:	Monday, September 28, 2026
Pre-Proposal Meeting Optional	Monday, October 5, 2026 10:30AM EDT Video call link: meet.google.com/sxp-zikq-wjr Phone Numbers (US)+1 209-862-8600 PIN: 131 991 287#
Questions Deadline:	Wednesday, October 7, 2026, 5:00PM EDT
Addendum:	Monday, October 12, 2026, 5:00PM EDT
Deadline for Proposal Submittals:	Thursday, October 22, 2026, 5:00 PM EDT

7. Evaluation and Selection Process

Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest-rated proposal may be invited for interviews.

Interviews, if held, will be scored and ranked separately from the written proposals. However, the City may use criteria similar to the above Evaluation Criteria to score and rank Proposers' responses to interview questions or instructions, in addition to other relevant information provided or requested.

After interviews, a Best and Final Offer (BAFO) may be requested. The City reserves the right to make an award without further discussion of the proposal submitted with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms and pricing that the firm or individual might propose.

The City reserves the right to award a contract to the firm whose proposal best accomplishes the desired results.

The City of Asheville reserves the right to request additional information or clarification from proposers during the evaluation process.

The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written

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words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

The City reserves the right to no-award this project in the best interest of the City.

The City will notify all proposers whether or not they are selected for the subject work. Email is the City's preferred method of communication for all stages of the RFP process.

Black Out Period: Vendors must not make any contact with any City of Asheville Personnel other than those listed in the RFP between the date the RFP is issued and the proposal due date to ensure fairness to all vendors. There will also be no vendor contact during the evaluation period until after the contract award, unless the City has a need to seek clarification from a vendor regarding their proposal.

Contract with the selected vendor will need to be fully executed with full implementation by 07/01/2027.

8. Proposal Submittal Instructions

All Proposals must be made and submitted per the instructions below. Links are not allowed. Proposals must be delivered via Proposal Tech. The City of Asheville takes no responsibility for submittals or emails that are undeliverable or delayed. It is the responsibility of the submitter to obtain email confirmation. All proposals **MUST** be clearly identified as 298-FY27-HR-RFP-PHARMACY and **MUST** be delivered by October 22, 2026, 5:00pm EDT.

Project Manager: Nathanael Sinclair
Subject: 298-FY27-HR-RFP-PHARMACY

Electronic Submission via Proposal Tech:

To access Proposal Tech, go to
<https://www.proposaltech.com/home/app.php/register>.

*Enter your email address into the field provided. No registration code is necessary. Click "**Begin Registration**." If you already have an account with Proposal Tech, it will be listed on the registration page. If you do not, you will be asked to provide your company information. Once your account has been confirmed, check the appropriate box for the City of Asheville Pharmacy Benefit Management RFP and click the "**Register**" button. An invitation will be emailed to you within fifteen minutes. If you have any questions regarding the registration process, contact Proposal Tech Support at 877-211-8316 x84.*

Late proposals will not be considered. All proposals must be signed by an authorized representative of your organization. Faxed proposals will NOT be considered.

Questions and Addenda

Inquiries and/or clarifications must be submitted via Proposal Tech by October 7, 2026, 5:00pm EDT. Any revisions to this RFP shall be made by written addendum only. Addendum will be issued answering all questions and/or addressing any approved modifications to the RFP. No oral statements by any person shall modify or otherwise affect this RFP. Proposers shall acknowledge receipt of any addendum by returning a signed copy with their proposal. All addenda will be posted to www.ashevillenc.gov/bids. It is the responsibility of the proposer to check this website periodically for any changes to this proposal.

9. Request for Proposal (RFP) Terms and Conditions

Standard Contract: Upon completion of the evaluation and recommendation for award, the selected vendor will be required to execute a general services contract.

Contract Term:

The initial term of the contract will be for a three-year time period with two one-year optional renewals as agreed upon by the City and successful vendor.

Independent Contractor: At all times the Contractor shall represent himself/herself to be an independent contractor offering services to the City of Asheville and shall not represent himself/herself, or his/her employees, to be an employee of the City of Asheville. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City of Asheville and its officers, agents, and employees harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

Publicity Clause: Respondent must obtain prior written approval from the City for use of information relating to the City or this Agreement in advertisements, brochures, promotional materials or media, press releases, or other informational avenues.

Non-Appropriation: If the City does not receive funding for this Contract from the City Council for any fiscal year applicable to this Contract, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

Conflict of Interest: The Contractor shall warrant that no official or employee of the City who has a conflict of interest has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

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Non-Collusion: Proposers submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, firm, or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals that are submitted by Proposers who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.

E-Verify Employer Compliance: Per NC HB 786 Session Law 2013-418, Employers and their subcontractors with 25 or more employees as defined must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program and can be accessed via this link: <https://www.e-verify.gov/>.

Iran Divestment And Israel Boycott: City of Asheville staff are responsible for verifying that the contractor is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment List published by the NC State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82. The City shall not contract with any company or their affiliates listed on these divestment lists.

Drug Free Workplace: The City of Asheville is a drug-free workplace employer. The City requires contractors/vendors entering into a contract with the City to provide a drug-free workplace in the performance of said contract. The contractor, upon execution of the contract, certifies that it will provide a drug-free workplace during the performance of the work on this contract. The contractor agrees to notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken for violations of such prohibitions. Responsive actions should be appropriate and sufficient to address and remediate any violations of this requirement.

Expenses Incurred In Preparing Proposal: The City of Asheville accepts no responsibility for any expense incurred by the proposer in the preparation of a proposal. Such expenses shall be borne exclusively by the proposer.

Addenda: Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division. Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for proposals. The proposer is cautioned that the requirements of this RFP can be altered only by written addendum and that verbal communications from any source are of no effect.

Ad Valorem Taxes: Proposers/Vendors please note that City Policy adopted by the City Council Resolution No. 93-139, prohibits the City from entering into contracts with persons or firms who are delinquent in the payment of ad valorem taxes owed to the City of Asheville.

Termination: This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by email and acknowledged by both parties.

Insurance Requirements: The Proposer agrees to keep and maintain for the duration of a contract including but not limited to commercial general liability, medical malpractice liability, workers' compensation, and employer's liability coverage with at least the minimum limits shown

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below. The Proposer shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the Proposer's general liability policy and provide a waiver of subrogation on the Proposer's general liability and workers' compensation policy. In the event of bodily injury, property damage, or financial loss caused by the Proposer's negligent acts or omissions in connection with Proposer's services performed under this Agreement, the Proposer's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor and Contractor's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Contractor has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City.

- Commercial General Liability: \$1,000,000 per occurrence
- Medical Malpractice Liability: \$3,000,000 per claim-made / \$5,000,000 aggregate
- Workers' Compensation: Statutory
- Employer Liability: \$500,000 each accident/total disease/employee disease

Governing Law And Jurisdiction: The parties acknowledge that this Agreement is made and entered into in Asheville, North Carolina, and will be performed in Buncombe County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties, and liabilities of the parties under this Agreement, and that North Carolina law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Disputes arising under this Agreement shall be resolved in an appropriate court in North Carolina.

Indemnification: The successful proposer shall indemnify, defend and hold harmless the City and the City's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, and other liabilities (including settlement amounts) that arise directly or indirectly from:

- Any infringement of any copyright, trademark, or patent, any misappropriation of any trade secrets, or infringement or misappropriation of any other proprietary rights, in connection with any software, documentation, services, or other products supplied directly or indirectly by successful proposer in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");
- Any acts of negligence or willful misconduct by the successful proposer or any of its agents, employees, or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage or destruction to any property, real or personal;
- Any acts or omissions of the successful proposer with respect to the services provided by the successful proposer under this Agreement (or any allegations of any of the foregoing);

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- Any claims by any persons or entities supplying labor or material to the successful proposer in connection with the performance of the Company's obligations under this Agreement.

If an Infringement Claim occurs, the successful proposer shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that any such replacement or modification will not affect the performance of any network or component thereof or affect the performance of any type of City system, product, item, or device or of any service that the City provides.

Proprietary/Confidential Information-Trade Secrets:

Trade Secrets and Personal Identification Information Definition

Upon receipt by the City, all materials submitted (including the Proposal) are considered public records with certain, limited exceptions, including (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secret" or "Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

Instructions for Marking and Identifying Trade Secrets

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section by: (1) clearly separating them on different pages from the rest of the Proposal and (2) including a clear designation or indication, on each page where Trade Secrets or PII appear, that these materials are "confidential" or a "trade secret," as appropriate. The proposal can create this clear designation or indication by placing a caption/header/footer of "confidential" or "trade secret" on the pages where Trade Secrets or PII appear.

Availability of Proposals to City Staff and Contractors

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Availability of Proposals via Public Records Requests

Any person or entity (including competitors) may request to review Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII or

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that the City is prohibited by law from disclosing are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq. When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify any proposer that designates its entire Proposal as a Trade Secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

Upon receipt of a public records request for any information designated as Trade Secrets or PII, the City may elect to notify the Company that submitted the designated information of the request, and that absent receipt of a court order or other documentation sufficient to relieve the City of its obligations under the North Carolina Public Records Act or other applicable law by a deadline designated by the City, such information may be disclosed to the requesting party. In such an event, the Company agrees that the City shall not be liable to the Company for any damages or losses of any kind arising from said disclosure.