

CITY OF FAYETTEVILLE REQUEST FOR QUALIFICATIONS



Professional Services-911 Emergency Call Analysis & Response Model Design

COF1516972

ISSUED: JULY 29 , 2025

DUE: AUGUST 19, 2025

The City of Fayetteville is soliciting Qualification Statements from experienced individuals and firms to provide professional services related to the comprehensive analysis of emergency call data and public safety service patterns.

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY
CONTACT:
KIMBERLY TOON,
PURCHASING
MANAGER
kimberlytoon@fayettevillenc.gov

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



A message from the City of Fayetteville City Manager, Dr. Douglas J. Hewett, ICMA-CM

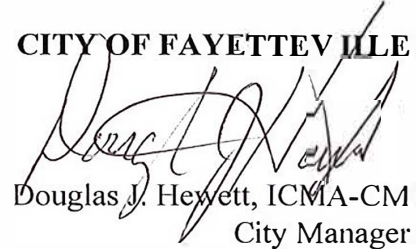
The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender-neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE


Douglas J. Hewett, ICMA-CM
City Manager

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00p.m., August 19, 2025** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Professional Services-911 Emergency Call Analysis & Response Model Design

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301

The bid opening will be held at **2:00 p.m. on August 19, 2025** at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **"Professional Services-911 Emergency Call Analysis & Response Model Design"**

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov

The right is reserved to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager

GENERAL INFORMATION

PURPOSE OF REQUEST

The City of Fayetteville (hereinafter the “City”) is requesting Qualification Statements from experienced individuals and firms to provide professional services related to the comprehensive analysis of emergency call data and public safety service patterns. The selected firm will assist the City in evaluating the types, frequency, and outcomes of 911 calls for service and in determining whether there is an operational or community need for an alternate or co-response model for specific categories of calls.

This initiative is a coordinated effort between the Office of Community Safety, Fayetteville Police Department, Fire Department, and Emergency Communications, with strategic guidance and support provided by the City Manager’s Office. Together, these departments aim to better understand whether current response models are appropriately aligned with the nature of incoming calls, particularly those involving non-criminal, non-violent, behavioral health, or quality-of-life concerns, and whether alternative approaches may strengthen service delivery and public safety outcomes.

The selected consultant will conduct a structured analysis of call-for-service data and related operational inputs, develop findings that highlight trends and service gaps, and, if appropriate, recommend response model enhancements suited to Fayetteville’s needs. These recommendations should be evidence-based and reflect the City’s operational landscape, available resources, and interagency coordination structures.

The results of the study will support future decision-making on whether and how to implement a co-response, alternate response, or hybrid model that improves efficiency, ensures appropriate care, and strengthens outcomes for residents. Respondents must demonstrate relevant experience in public safety systems analysis, emergency communications data interpretation, behavioral health integration, and the development of response models within a municipal or public-sector setting.

SECTION 1

INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction and Purpose

The City of Fayetteville (hereinafter “City”) is soliciting Qualification Statements from interested persons and/or firms in the Fayetteville area for the provision of professional services, as more particularly described herein. Through a Request for Qualification process described herein, persons and/or firms interested in assisting the City with the provision of such services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The City will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all the information required to be included as described herein (in the sole judgment of the City). The City intends to consider person(s) and/or firm(s) that (a) possesses the professional, financial, and administrative capabilities to provide the proposed services and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

1.2 Procurement Process and Schedule

The City has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive fair and open process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualification Statements will be evaluated in accordance with the criteria set forth in Section 2 of this RFQ, which will be applied in the same manner to each Qualification Statement received.

Qualification Statements will be reviewed and evaluated by the City. The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative, and financial areas described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, the City will determine which Respondents are qualified (professionally, administratively, and financially).

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are set forth herein. The City reserves the right to, among other things, amend, modify, or alter the Schedule upon notice to all potential Respondents.

All communications concerning this RFQ or the RFQ process shall be directed to the City’s designated Contact Person, in writing via email to kimberlytoon@fayettevillenc.gov

Qualification Statements must be submitted to, and be received no later than **2:00 p.m., August 19, 2025**. Statements of Qualification shall be submitted to:

City of Fayetteville
Attention: Kimberly Toon, Purchasing Manager
RFQ – 911 Emergency Call Analysis & Response Model Design
433 Hay Street
Fayetteville, NC 28301

No submittals will be accepted after the date and time stated above. **NOTE: The qualifications report should be limited to a maximum of 10 pages.**

Subsequent to issuance of this RFQ, the City (through the issuance of addenda to all persons and/or firms that have received a copy of the RFQ) may modify, supplement, or amend the provisions of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by (and in the sole judgment of) the City.

ANTICIPATED SCHEDULE ACTIVITY DATES

1. Issuance of Request for Qualifications: July 29, 2025
2. Questions due: 5:00 p.m., August 8, 2025
3. Receipt of Qualification Statements: 2:00 p.m., August 19, 2025.

1.3 Conditions Applicable to RFQ

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

- This document is an RFQ and does not constitute a Request for Proposal (RFP).
- This RFQ does not commit the City to issue an RFP.
- All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.
- The City reserves the right (in its sole judgment) to reject for any reason any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.
- The City reserves the right (in its sole judgment) to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.
- All Qualification Statements shall become the property of the City and will not be returned.
- All Qualification Statements will be made available to the public at the appropriate time, as determined by the City (in the exercise of its sole discretion) in accordance with state law. Sections marked as a trade secret are not public record.

- The City may request Respondents to send representatives to the City for interviews.
- No Qualification Statements will be received after the deadline stated above.
- Neither the City nor its officers, officials, or employees shall be liable for any claims or damages resulting from the solicitation or preparation of the Qualification Statement. Reimbursement shall not be provided to Respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.

1.4 Rights of City

The City reserves, holds, and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

- To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.
- To supplement, amend, or otherwise modify the RFQ through issuance of addenda to all prospective Respondents who have received a copy of this RFQ.
- To waive any technical nonconformance with the terms of this RFQ.
- To change or alter the schedule for any events called for in this RFQ upon the issuance of notice to all prospective Respondents who have received a copy of this RFQ.
- To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.
- To suspend or terminate the procurement process described in this RFQ at any time (in its sole discretion). If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.
- The City shall be under no obligation to complete all or any portion of the procurement process described in this RFQ.

1.5 Addenda or Amendments to RFQ

During the period provided for the preparation of responses to the RFQ, the City may issue addenda, amendments, or answers to written inquiries. Those addenda will be noticed by the City and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the Qualification Statement submission date.

1.6 Cost of Qualification Statement Preparation

Each Qualification Statement and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials, or employees, for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

1.7 Qualification Statement Format

Qualification Statements must cover all information requested in this RFQ. Qualification Statements which, in the judgment of the City, fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

SECTION 2

SCOPE OF SERVICES

The selected firm will conduct a structured, data-informed analysis of the City of Fayetteville's emergency call-for-service (CFS) patterns to assess whether there is a need for a co-response, alternate response, or hybrid model to supplement traditional public safety services. The firm will be responsible for designing and executing a study that produces actionable insights and policy-relevant recommendations grounded in Fayetteville's operational environment.

The scope of services includes, but is not limited to, the following:

1. **Project Planning and Coordination:** Collaborate with the Office of Community Safety, Police, Fire, Emergency Communications, and other relevant departments to refine the study approach, confirm available data sources, and establish a clear project timeline and communication plan. A shared governance structure or working group may be established to ensure alignment throughout the project.
2. **Data Acquisition and Preparation:** Access and prepare CFS and related public safety data for analysis. A minimum of three years of data shall be reviewed, with the study team expected to recommend inclusion of additional years if beneficial for identifying trends or enhancing analytical segmentation. Data may include CAD records, call types, disposition codes, response times, and outcomes. The consultant will ensure data quality, consistency, and alignment across agencies, and will document any data limitations or systemic issues that impact analysis.
3. **Call Analysis:** Analyze call characteristics by type, frequency, outcome, time of day, and geography. Identify calls involving behavioral health, quality-of-life, and other non-criminal or non-violent concerns. Estimate resource impacts for such calls and assess how they are currently managed within the City's response system. Where possible, evaluate duplication effort or inefficiencies and identify opportunities for improved triage or response.
4. **Operational and Service Gap Assessment:** Evaluate alignment between call types and responder assignments. Identify gaps or mismatches where current response models may not

provide the most appropriate or effective service. Consider responder roles, dispatch protocols, and systemic limitations. The analysis should include a review of current workflows, policies, and interagency coordination efforts that may contribute to inefficiencies or missed opportunities for alternate interventions.

5. Needs Determination and Feasibility: Determine whether the data indicates a need for supplemental response models. Assess the feasibility of implementing such models within Fayetteville's existing staffing, infrastructure, and interagency coordination systems. This includes reviewing relevant city ordinances, state laws, liability considerations, and labor agreements.

6. Response Model Development: Develop tailored, evidence-informed response model options based on study findings. Recommendations should define responder composition, deployment criteria, and integration strategies. Where appropriate, identify scalable pilot structures or phased implementation approaches. Each model should include a basic operational budget, resource requirements, and performance expectations.

7. Stakeholder and Public Engagement: Facilitate input from internal departments, nonprofit partners, service providers, and the public. Engagement may include listening sessions, surveys, or focus groups. Analyze stakeholder input and incorporate findings into the overall study.

8. Recommendations and Implementation Guidance: Provide strategic recommendations for enhancing or supplementing Fayetteville's emergency response system. Include guidance for piloting new models, operational requirements, and considerations for training, evaluation, and scaling. A change management approach should also be outlined, including risk mitigation and opportunities to build internal and external support for new models.

9. Final Report and Presentations: Produce a comprehensive report summarizing methods, findings, stakeholder input, and recommendations. Include an implementation roadmap that outlines key steps, resource needs, and performance metrics. Present key results to City leadership and stakeholders in up to two formal presentations. Also, provide the City with editable versions of presentation materials and any data dashboards or visuals created during the engagement.

SECTION 3

SUBMISSION REQUIREMENTS

3.1 General Requirements

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative, and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

3.2 Administrative Information Requirements

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. Prior experience.
2. Name, address, telephone number, fax number, and email address of the Respondent submitting a Qualification Statement pursuant to this RFQ, and the name and title of the person responsible for submitting the RFQ.
3. A description of the business organization (i.e., Limited Liability Partnership, Professional Limited Liability Company, Professional Association, etc.) of the Respondent, its ownership and its organizational structure.
4. An analysis and recommendation for what population should be served.
5. Should include detailed plans for operations, funding sources, staffing, and services offered.

3.3 Professional Information Requirements

1. Respondent shall submit a description of its overall experience in providing the type of services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to the RFQ:
 - a. Description and scope of work by Respondent.
 - b. Name, address, and contact information of references.
 - c. Explanation of perceived relevance of the experience to the RFQ.
2. A listing of all other engagements where services of the types being proposed were provided in the past six (6) years. This should include other municipal governments and other levels of government. Contact information for the recipients of the similar services must be provided. The City may obtain references from any of the parties listed.

SECTION 4

INSTRUCTIONS TO RESPONDENTS

Submission of Qualification Statements

Statements of Qualification shall be submitted no later than **2:00 p.m., August 19, 2025**.
Statements of Qualification shall be submitted to:

City of Fayetteville
Attention: Kimberly Toon, Purchasing Manager
RFQ – 911 Emergency Call Analysis & Response Model Design
433 Hay Street
Fayetteville, NC 28301

No submittals will be accepted after the date and time stated above. **NOTE: The qualifications report should be limited to a maximum of 12 pages.**

All questions regarding this RFQ shall be submitted in writing to the Attention of Kimberly Toon, Purchasing Manager, by e-mail at kimberlytoon@fayettevillenc.gov by August 8, 2025; 5:00 p.m.

SECTION 5

EVALUATION

The City's objective in soliciting Qualification Statements is to enable it to select a Respondent that will provide expert services to the City of Fayetteville. The City will consider Qualification Statements only from Respondents that, in the City's sole judgment, have demonstrated the capability and willingness to provide expert and high quality services to the citizens of the City in the manner described in this RFQ. Qualification Statements will be evaluated by the City on the basis of which is the most advantageous, experience and other factors considered. The evaluation will consider:

1. Experience and reputation in the field; and
2. Knowledge of the municipal corporations; and
3. Availability to accommodate the required meetings of the City; and
4. Pertinent government experience; and
5. Other factors demonstrated to be in the best interest of the City.

Professional Service Agreement

Scope of Work and Terms Document

City of Fayetteville, NC

DRAFT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of the _____ day of _____ 2024 by and between the City of Fayetteville, a North Carolina City and Municipal Corporation (“City”), and _____ (“Consultant”).

In consideration of mutual promises and covenants in this Agreement, the Parties agree as follows:

ARTICLE 1. Services

1.1 Background & Scope of Work. The City desires to engage Consultant to provide certain professional services as fully described and outlined in the Proposal (Exhibit 1) which is attached hereto and fully incorporated into this Agreement by reference. Consultant is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.

1.2 Time of Performance. Consultant will perform the services promptly and according to the Proposal provided. The City will cooperate with Consultant as reasonably required to complete the services outlined in the Proposal. Both Parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).

1.3 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by Consultant or as otherwise outlined in the Proposal.

ARTICLE 2. Payment

2.1 Basis of Compensation. The City shall pay Consultant for services rendered under this Agreement in amounts tied to the various project milestones as set forth in the Proposal. Each payment shall be invoiced upon completion of each successive milestone and the City shall pay within thirty (30) days. In no event shall the payment for all work performed pursuant to this Agreement exceed the amount of \$XXXX.00 without prior written authorization of the City. Such payment shall be full compensation for all work performed and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

2.2. Records. Consultant shall keep records and accounts pertaining to this Agreement available for inspection by the City for a period of three (3) years after final payment. Copies of records and accounts pertaining to this Agreement shall be made available to the City upon request.

ARTICLE 3. Termination

3.1 Termination for Cause. In the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement, the City shall have the right to terminate Consultant upon ten calendar (10) days written notice, in which event Consultant shall have neither the obligation nor the right to perform further services under this Agreement; nor shall the City be obligated to make any further payment for work that has not been performed. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

3.2 Termination for Convenience. Upon thirty (30) calendar days' written notice to Consultant, the City may, without cause and without prejudice to any other right or remedy legally available to the City, terminate this Agreement. Upon such notice, Consultant shall have neither the obligation nor the right to perform services under this Agreement nor shall the City be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, Consultant shall be paid for the completed and accepted work executed in accordance with this Agreement prior to the written notice of termination. Additionally, upon mutual agreement, Consultant may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the City. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

ARTICLE 4. Liability, Indemnification and Insurance

4.1 General. The City and Consultant have considered the risks and potential liability that may exist during the performance of services by Consultant and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this

Agreement, Consultant shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

4.2 Indemnity & Professional Liability Insurance. To the extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the City of Fayetteville and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of Consultant, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by Consultant does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. Consultant agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A.

4.3 Indemnity & General Liability Insurance. Consultant agrees to defend, indemnify and hold the City, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of Consultant, Consultant's employees, and Consultant's subcontractors, for whom Consultant is legally responsible during the performance of services under this Agreement. Consultant shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides Consultant with insurance for contractual liability which Consultant has assumed pursuant to the terms of this Agreement.

4.4 Other Insurance. In addition to professional liability insurance and commercial general liability insurance set forth above, Consultant further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as required by North Carolina law and said policy shall also afford coverage to Consultant for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.
- (d) If applicable, the CGL policy required above shall provide Consultant with products and completed operations insurance. Said coverage is to be written on an occurrence basis, with coverage extended for such a period of time in which suits can be filed before the running of the statute of limitations, on any claim for injury to person or property due to negligence of Consultant in the design of any building designed by Consultant under the terms of this Agreement.

ARTICLE 5. Independent Contractor Consultant is an Independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an Independent Contractor. Consultant shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by Consultant but City shall have the right to observe such performance .

ARTICLE 6. Other

6.1 Assignment. It is the intent of this Agreement to secure the personal services of Consultant and failure of Consultant for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. Consultant shall not assign this Agreement without prior written consent of the City.

6.2 Non-Appropriation. Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.

6.3. Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

6.4 Venue & Forum. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the Parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the Parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

6.5 Non-Discrimination. Consultant agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

6.6 Compliance with Laws. Consultant agrees to comply with all applicable laws, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

6.7 Severability. The Parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform to the purposes of this Agreement and the requirements of applicable law.

6.8 Amendment. The City and Consultant may, from time to time, request changes in services to be performed by Consultant. Any such changes that are mutually agreed upon by the City and Consultant shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.

6.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless

and until such changes are reduced to writing and executed by the authorized officers of each party.

6.10 Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

6.11 Morality Clause. If, in the sole opinion of the City, at any time Consultant or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or more of the actions below, the City may immediately upon written notice to Consultant, terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/decentcy;
4. denigrate individuals or groups in the community served by the City;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the City’s finances, public standing, image, or reputation;
7. is embarrassing or offensive to the City or may reflect unfavorably on the City; and,
8. is derogatory or offensive to one or more employee(s) or customer(s) of the City.

6.12 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 Statues, 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). Consultant hereby pledges, attests and warrants through execution of this Agreement that Consultant complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statues and further pledges, attests and warrants that any subcontractors 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.

6.13 Divestment of Companies Boycotting Israel or that Invest in Iran Certification.

Consultant certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as “FD Lists”); and (iii) it will not take any action causing it to appear on the Treasurer’s FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, Consultant further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Consultant appearing on the Treasurer’s FD Lists at any time before or during the term of this Agreement.

6.14 Survival of Terms. All warranties, covenants, and representations contained within this Agreement and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this Agreement. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Agreement or other applicable work undertaken in furtherance of this Agreement.

6.15 **CITY’S TERMS SUPERSEDE.** To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

[Signature page to follow]

DRAFT

DRAFT

Attest:

CITY OF FAYETTEVILLE:

JENNIFER L. AYRE
City Clerk

KELLY STRICKLAND
Assistant City Manager

Date

VENDOR NAME

BY: _____

Title: _____

Address: _____

Phone: _____

Date: _____

Vendor Signature

This instrument has been pre-audited in the manner
Required by the Local Government Budget and Fiscal
Control Act.

TIFFANY R. MURRAY
Chief Financial Officer

The City will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ. The City will make the award(s) that is in the best interest of the City.

Each Qualification Statement must satisfy the objectives and requirements detailed in this RFQ except as otherwise stated. Successful Respondents shall be determined by an evaluation of the total content of the Qualification Statement submitted. The City reserves the right to not select any of the Qualification Statements. The City shall not be obligated to explain the results of the evaluation process to any Respondent.

SECTION 6

GENERAL TERMS AND CONDITIONS

1. The City reserves the right to reject any/or all Qualification Statements, if necessary, or to waive any informalities in the Qualification Statements, and, unless otherwise specified by the Respondent, to accept any item, items, or services in the Qualification Statement should it be deemed in the best interest of the City to do so.
2. Each Qualification Statement must be signed by the person authorized to do so.
3. Qualification Statements may be hand delivered or mailed consistent with the provisions of this RFQ. In the case of mailed Qualification Statements, the City assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Qualification Statements will not be accepted by facsimile or e-mail.
4. No Respondent shall influence, or attempt to influence, or cause to be influenced, any City officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No Respondent shall cause or influence, or attempt to cause or influence, any City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
6. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the City's Office of the City Attorney's decision shall be final and conclusive.
7. The City shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in developing and submitting its Qualification Statement.