

CITY OF FAYETTEVILLE
REQUEST FOR
PROPOSALS



ATHLETIC OFFICIALS FOR PARKS AND RECREATION

COF1516946

ISSUED: MAY 21, 2025

DUE: JUNE 10, 2025

The City of Fayetteville is soliciting proposals from qualified contractors for the successful operation of an athletic program for the youth and adults in Fayetteville and Cumberland County that requires athletic officials to conduct competitions.

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, 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 **2:00 p.m., June 10, 2025**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Athletic Officials for Parks and Recreation

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 June 10, 2025**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“Athletic Officials for Parks and Recreation.”**

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 City reserves the right to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsive, 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

SCOPE OF WORK

1. SCOPE OF SERVICES - GENERAL

The Fayetteville-Cumberland Parks and Recreation Department is engaged in operating an athletic program for the youth and adults in Fayetteville and Cumberland County that requires athletic officials to conduct competitions. Listed below are the services to be provided by the successful Contractor.

- Recruit, train, provide and supervise the officials necessary to have a sufficient number at each athletic contest.
- Provide and pay the required number of officials per game for each sport as detailed further in this RFP.
- Devote the number of hours necessary per week to administer, supervise, and direct the operation of the Program.
- Be responsible for officials' dress code and ensure that all officials adhere to all rules and regulations for conduct as mutually agreed to with the Fayetteville-Cumberland Parks and Recreation Department.
- Assign officials to games a minimum of 5 days in advance.
- Be responsible for ensuring that officials arrive at least ten (10) minutes prior to the start of each athletic contest and review ground rules with the field supervisor or recreation center staff.
- Provide written reports to the City within 24 hours describing the circumstances of a protested or problematic athletic contest.
- Be responsible for providing the City with officials for any make-up games postponed due to inclement weather.
- Provide the City with a bi-weekly invoice in a form approved by the City and tendered with complete documentation including, but not limited to, dates, times, officials' names and game location(s).
- Be available to address complaints from citizens in reference to officials including conduct, training, and professionalism and provide written documentation of action taken once a complaint is made.
- Provide a Junior Officials Program as part of the Fayetteville-Cumberland Parks and Recreation Department's Youth Development initiative.
- At City's request, assign particular officials to specified games and replace assigned officials should City object to an official's assignment.

2. SCOPE OF SERVICES – JUNIOR OFFICIALS PROGRAM

A. Contractor shall provide the following for the Junior Officials Program:

- Schedule and provide clinicians for all classroom and field mechanics training for each sport.
- Ensure that junior official program candidates are aware of complete uniform and equipment requirements for each sport.
- Prepare candidate to successfully pass quizzes or tests on rules/regulations and positioning/mechanics for each sport.
- Assign candidate to a minimum of two (2) scrimmages or simulation scrimmages before being assigned to any regular season game.
- Provide all candidates a veteran mentor for pre-game preparation and post-game feedback.
- Upon successful completion of training, junior official shall be assigned the minimum number of games as follows:
 - Volleyball – 4 games
 - Football – 5 games
 - Soccer – 7 games
 - Baseball – 10 games
 - Softball – 10 games
 - Basketball – 6 games
- Pay junior official the amount for each sport as noted in the Bid Proposal.

B. The City shall provide the following for the Junior Officials Program

- Schedule and reserve separate classrooms for each sport for all indoor training.
- Provide audio visual training equipment for each classroom where applicable.
- Schedule, reserve, and mark fields for outdoor sports for field mechanics training and scrimmages.
- Schedule, reserve, and set-up standard equipment for all indoor and outdoor training events.
- Pay the Contractor the amount for each sport as noted in the Bid Proposal.

SPORT, LEVEL, COSTS

YOUTH FOOTBALL		
Flag (6U&8U)	3 officials	\$ <u>30.00</u> per game/per official
Tackle (10U&12U)	4 officials	\$ <u>30.00</u> per game/per official
YOUTH BASKETBALL		
8U-17U	2 officials	\$ <u>25.00</u> per game/per official
YOUTH SOCCER		
Indoor	1 official	\$ <u>25.00</u> per game
6U & 8U	1 official	\$ <u>25.00</u> per game
10U-17U	2 officials	\$ <u>25.00</u> per game/per official
YOUTH VOLLEYBALL		
10U-17U	2 officials	\$ <u>25.00</u> per match/per official
YOUTH BASEBALL/SOFTBALL		
8U	1 official	\$ <u>30.00</u> per game
10U-17U	2 officials	\$ <u>30.00</u> per game/per official
YOUTH WRESTLING		
	1 official	\$ <u>75.00</u> per tournament/per official
ADULT SOFTBALL		
SENIOR (SAIS)	1 officials	\$ <u>30.00</u> per game/per official
ADULT OPEN	2 officials	\$ <u>30.00</u> per game/per official
ADDITIONAL ADULT SPORTS		
		\$ <u>30.00</u> per game/per official

SCHEDULE & NO. OF GAMES

Below is a basic outline of sports, when they are played primarily, and the approximate number of games that require officials.

SPORT	PRIMARY DAYS	SEASON	# OF GAMES
FOOTBALL	SATURDAYS	SEPT-NOV	170
SOCCER	SATURDAYS	SEPT-NOV	300
VOLLEYBALL	SATURDAYS	JULY-NOV	130
BASKETBALL	SATURDAYS	JAN-MARCH, JULY-AUG	1200
BASEBALL	WEEKNIGHTS	APRIL- OCTOBER	700
SOFTBALL	WEEKNIGHTS	APRIL- OCTOBER	325
INDOOR SOCCER	SATURDAYS	APRIL-JUNE	315
WRESTLING	SATURDAYS	APRIL-JUNE	6
ADULT SOFTBALL	WEEKNIGHTS	MARCH- OCTOBER	150

CONTRACT PERIOD:

The initial contract will be awarded for a period of one year beginning July 1, 2025, and ending June 30, 2026; with the option to renew for two (2) additional one-year periods for a potential of three (3) maximum years upon the agreement of all parties.

QUESTIONS:

All questions pertaining to this RFP must be submitted via email to: Kimberly Toon Purchase Manager Email: kimberlytoon@fayettevillenc.gov The deadline to receive all questions is May 30, 2025: 5:00 pm.

PROPOSAL REQUIREMENTS:

Proposals shall include the following:

- a. A cover letter that includes the following:
 - Name of the company
 - Contact person and contact information including address, telephone number, and email.
- b. Proposed Fees to include:
 - a. Per level set ups fee
 - b. Per game booking fee
- c. A brief overview of the vendor's professional history that conveys their expertise and

- experience.
- d. Provide three references
 - e. Proof of current insurance
 - f. Licensing and certification
 - g. Evidence of authority to do business in the State of North Carolina

PROPOSAL SUBMITTAL:

Interested vendors shall submit a total of one (1) unbound hard copy.

Hard copies of the Proposal shall be submitted no later than **2:00 p.m., June 10, 2025.**

Proposals shall be mailed, delivered in person, or by express mail to:

City of Fayetteville
Attention: Kimberly Toon, Purchasing Manager
RFP – Athletic Officials for Parks and Recreation
433 Hay Street
Fayetteville, NC 28301

No submittals will be accepted after the date and time stated above.

Vendors are expressly prohibited from contacting any City of Fayetteville officials, employees, or any other party associated with this Request for Proposals except as noted above. Communication regarding this Request for Proposals via any medium other than the designated e-mail address above, including phone, personal visits, etc., is prohibited. Violation of these provisions may result in immediate disqualification of the submittal.

The City of Fayetteville reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services. All responses, inquiries, or correspondence relating to this RFP will become the property of the City of Fayetteville.

INSURANCE REQUIREMENTS:

The selected vendor shall secure and constantly maintain Commercial General Liability Insurance in the minimum amounts as follows:

- a. Bodily Injury: \$1,000,000.00
- b. Property Damage: \$1,000,000.00

The selected vendor shall also take out and maintain Automobile Liability Insurance in the amount not less than \$1,000,000.00 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles. The selected vendor shall furnish proof that such insurance is in effect.

PROPOSAL SELECTION PROCESS AND EVALUATION CRITERIA:

Selection Process:

The City reserves the right to act as sole judge of the content of the proposals submitted for the City's evaluation/selection. The City reserves the right to reject any/or all bids.

Evaluation Criteria:

The City of Fayetteville will use an evaluation committee to evaluate all proposals. The evaluation will be based on the following:

- a. The lowest, responsive, responsible bidder will be selected. Responsive bidders are those who provide all of the required documents. Factors for Cost and Responsible are listed below.

Cost Factors

- i. How well does the proposal meet the City's budgetary requirements?
- ii. How reasonable are the proposer's cost estimates for services and additional features?
- iii. Are the cost estimates documented?

Responsible Factors

- i. Does the proposer have experience in providing similar services?
- ii. Has the proposer provided references?
- iii. Does the proposer have a successful history of providing similar services?

BIDDER'S CHECKLIST

This checklist shall be included as the first page of the submitted bidding documents. As outlined in Article 7 of the Bid Proposal, the following items shall be included with the fully executed Bid Proposal. If any of these documents are not included with the Bid Proposal, then the Proposal will automatically be deemed non-responsive, and excluded from consideration:

A.	Cover Letter with the Name of the Company and Contact Information
B.	Proposed Fee (Set Up and Booking)
C.	Brief overview of professional history that conveys expertise and experience
D.	Three References
E.	Proof of Insurance
F.	Licensing and Certification
G.	Evidence of authority to do business in the state of North Carolina (Annual Report from the Secretary of State website)

STATE OF NORTH CAROLINA

SERVICES CONTRACT

COUNTY OF CUMBERLAND

This Services Contract (the “Contract”), made and entered into the (Date) day of (Month), 2025 by and between the **City of Fayetteville** (the “CITY”), by and through its Fayetteville-Cumberland Parks and Recreation Department and (Provider Name) (the “PROVIDER”).

WITNESSETH:

WHEREAS, this Contract is to detail the responsibilities and services that the CITY and the PROVIDER (together, the “Parties”) will provide in order to operate a successful SPORTS OFFICIATING PROGRAM (the “Program”) for the youth and adults in Fayetteville and Cumberland County.

NOW THEREFORE, in consideration of the mutual promises recited in this Contract, the Parties agree as follows:

1. **TERM:** The term of this Contract shall be Insert Date ex (July 1, 2023 – June 30, 2024). The CITY shall make all payments to PROVIDER for services rendered as provided in this Contract. Notwithstanding any other provisions of this Contract, the Parties agree that payments due from the CITY under this Contract 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 Contract for any fiscal year, this Contract shall terminate immediately without further obligations of the CITY.

2. **Provider Obligations:** The PROVIDER shall perform the following services:
- a. Recruit, train, provide and supervise the officials necessary to have a sufficient number at each athletic contest.
 - b. Provide and pay the following number of officials per game for each sport as noted in ATTACHMENT 1.
 - c. Devote the number of hours necessary per week to administer, supervise, and direct the operation of the Program
 - d. Responsible for officials’ dress code and ensure that all officials adhere to all rules and regulations for conduct as agreed to with the City.
 - e. Assign officials to games a minimum of 5 days in advance.
 - f. Ensure that all officials arrive at least ten (10) minutes prior to the start of each athletic contest and review the ground rules with the site supervisor or recreation center staff.
 - g. Provide a written report to the CITY from the official within 24 hours describing the circumstances of a protested or problem athletic contest.

- h. Provide the CITY with officials for any make-up game postponed due to inclement weather.
 - i. Provide the CITY with a bi-weekly invoice. Such invoice shall be in a form as approved by the CITY and shall be tendered with complete documentation including, but not limited to, dates, times, officials' names and game location (s).
 - j. Address complaints from citizens in reference to officials, including conduct, training, professionalism, and provide written documentation of any action taken once a complaint is made.
 - k. Purchase a business license from the CITY.
 - l. Provide a Junior Officials Program as part of the CITY'S Youth Development initiative as noted in ATTACHMENT 3 and 4.
 - m. Grant CITY'S request to assign particular officials to specified games and the right to refuse assignment of specific officials.
3. **City Obligations:** The CITY will provide the following:
- a. A schedule of games, times, and locations at least two (2) weeks in advance of the first athletic contest.
 - b. Assistance with the recruitment of new officials.
 - c. Provide an appropriate facility to hold meetings and training activities for officials.
 - d. Notify PROVIDER a minimum of three (3) hours prior to game time for any game day cancellation for reasons other than weather-related.

4. **PAYMENT:** Subject to annual appropriations of the CITY'S budget, not to exceed **\$ Dollar Amount** annually during each of the CITY'S **Insert Date ex 2023, 2024, and 2025** fiscal years. The CITY will provide the PROVIDER annually the amount as noted in ATTACHMENT 2 and

- a. The sum of \$_____ per game played pursuant to the initial schedule and any additional games played pursuant to schedule changes, rainouts, and postseason tournaments.
- b. The sum of \$_____ per level per sport for assignment, payment, mailing, accounting and tax preparation.
- c. CITY shall make payment to PROVIDER following receipt of invoice.
- d. PROVIDER shall be responsible for and pay all license fees and taxes that may be imposed by any city, state, or federal authority. Such fees and taxes shall not be deducted from any fees due to CITY.
- e. No show penalty: PROVIDER shall be charged a fee equivalent to the game fee and booking fee for all games in which an official fails to attend for any reason.

5. **GOODWILL CLAUSE:** The PROVIDER agrees to conduct his/her activities and endeavors to regulate his/her conduct so as to maintain, promote, and advance the good will and reputation of the Program and the CITY. Should the PROVIDER engage in any activities that would have a negative impact on the CITY, the CITY may terminate this Contract for due cause.

6. **INDEPENDENT CONTRACTOR:** The PROVIDER is an independent Contractor and as such has no authority to act as an agent of the CITY or to enter into any Contract for or on behalf of the CITY. The PROVIDER is not an employee of the CITY and therefore not entitled to any benefits provided employees of the CITY, including, but not limited to, workers' compensation, medical care, leave benefits and retirement. The PROVIDER shall be responsible for the payment of all federal, state, and local taxes that may be due as a result of this Contract.

7. **INDEMNIFICATION:** To the extent permitted by law, PROVIDER agrees to defend, indemnify and hold harmless the CITY 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 PROVIDER its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by PROVIDER does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.

8. **ASSIGNMENT:** It is the intent of this Contract to secure the personal services of the PROVIDER and failure of the PROVIDER for any reason to make the personal services available to the CITY for the purposes described in this Contract shall be cause for termination of this Contract. The PROVIDER shall not assign this Contract without prior written consent of the CITY. Notwithstanding the foregoing, upon prior notice to the CITY, the PROVIDER may assign this Contract to a corporation or limited liability company the PROVIDER may form after the execution of this Contract of which the PROVIDER is the sole shareholder or member. Should the PROVIDER find it necessary to hire other employees or independent contractors to assist with its duties under this Contract, the PROVIDER shall use its best efforts and all due diligence to ensure that said employee or independent contractor is of high moral character, has not engaged

in any misconduct involving children and is aware of and complies with the terms of this Contract.

9. **NONDISCRIMINATION:** The PROVIDER agrees not to discriminate by reason of age, race, religion, color, sex, national origin or handicap while performing the services required in the Contract.

10. **GOVERNING LAW:** The validity, interpretation, performance and execution of this Contract and all rights accruing under this Contract shall be governed by North Carolina law.

11. **VENUE AND FORUM SELECTION:** The Parties expressly agree that if litigation is brought in connection with this contract 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 (Twelfth 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.

12. **BACKGROUND CHECK:** The PROVIDER and all affiliated instructors/employees will be subject to and must pass a CITY background check approved by the CITY.

13. **INSURANCE:** The insurance required for this Agreement is as follows:

(a) **Commercial General Liability:** The Contractor shall take out and maintain during the life of this Agreement commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.

(b) **Commercial Automobile Liability:** The Contractor shall take out and maintain during the life of this Agreement commercial automobile liability insurance with limits of no less than \$250,000 per person, \$500,000 per occurrence for bodily injury and \$1,000,000 for property damage for owned, non-owned, and hired automobiles.

(c) **Workers' Compensation and Employers' Liability Insurance:** If the Contractor employs three or more employees, the Contractor shall take out and maintain during the life of this Agreement workers' compensation insurance with limits for Coverage A Statutory – State of North Carolina, as required by the laws of the State of North Carolina, and Coverage B Employers' Liability with limits of \$500,000 each accident and policy limit, including occupational disease coverage with limits of \$500,000 for each employee, for all employees employed on the project. In case any employee(s) engaged in work under this Agreement is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.

14. **COMPLIANCE WITH LAWS:** The PROVIDER agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the CITY and all applicable units of local government.

15. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement

between the Parties. No modification, addition, deletion, etc. to this Contract shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

16. **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.

17. **MORALITY CLAUSE:** If, in the sole opinion of the CITY, at any time PROVIDER 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 PROVIDER, terminate this Contract, 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/decency;
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.

18. **SEVERABILITY:** The Parties agree that if any provision of this Contract shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Contract and the requirements of applicable law.

19. **E-VERIFY:** PROVIDER 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 contract that PROVIDER complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by PROVIDER shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Contract.

20. **CITY'S TERMS SUPERSEDE:** To the extent a conflict exists between the terms of this Contract and the terms and conditions in any of the attachments to the Contract, the terms of this Contract shall govern.

21. **TERMINATION FOR CAUSE:** In the event of substantial failure by

PROVIDER to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate PROVIDER upon ten (10) calendar days written notice in which event PROVIDER shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed.

22. **TERMINATION FOR CONVENIENCE:** Upon thirty (30) calendar days' written notice to PROVIDER, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Contract. Upon such notice, PROVIDER shall have neither the obligation nor the right to perform services under this contract nor shall the City of Fayetteville 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, PROVIDER shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, PROVIDER 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 Contract, 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 of Fayetteville.

23. **NON-APPROPRIATION:** Notwithstanding any other provisions of this contract, the parties agree that payments due hereunder from the City of Fayetteville are from appropriations and monies from the City Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the City of Fayetteville to pay the terms of this contract for any fiscal year, this contract shall terminate immediately without further obligation of City of Fayetteville.

24. **PROTEST:** Protest related to this procurement must be addressed to the Purchasing Manager for City of Fayetteville, 433 Hay St, Fayetteville, NC 28301 and shall be received, in writing, within 2 calendar days of bid award. Responses will be in writing by email and first-class mail not later than (7) calendar days following receipt of said protest by the Purchasing Manager.

25. **DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR INVESTING IN IRAN CERTIFICATION.** PROVIDER 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 Contract. By signing this Contract, PROVIDER further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to PROVIDER appearing on the Treasurer's FD Lists at any time before or during the term of this Contract.

26. **SURVIVAL OF TERMS:** All warranties, covenants, and representations contained within this contract 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 contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Services Contact as of the date written in the initial paragraph of the Contract.

Attest:

CITY OF FAYETTEVILLE:

JENNIFER AYRE
City Clerk

DOUGLAS J. HEWETT,
City Manager, ICMA-CM

Date

Date

VENDOR

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 MURRAY
Chief Financial Officer

Date