

CITY OF FAYETTEVILLE REQUEST FOR PROPSALS



ON CALL LABOR COMPLIANCE CONSULTING SERVICES

COF1516979

ISSUED: SEPTEMBER 17, 2025

DUE: OCTOBER 8, 2025

The City of Fayetteville is soliciting for proposals for On Call Compliance
Consulting Services.

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

Jeffery Yates

Assistant 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., October 8, 2025**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

ON CALL LABOR COMPLIANCE CONSULTING SERVICES

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 October 8, 2025**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“ON CALL LABOR COMPLIANCE CONSULTING SERVICES”**

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

Proposal Checklist

This checklist is provided for proposer convenience. It is the proposer's responsibility to ensure that all required documents are submitted in accordance with the RFP instructions.

Item

- 1. Cover Letter** – Firm introduction, point of contact, and commitment statement
- 2. Firm Qualifications & Experience** – Company background, relevant projects, references (minimum 3)
- 3. Technical Approach / Work Plan** – Methodology, compliance processes, quality controls
- 4. Staffing & Expertise** – Org chart, resumes of key staff, certifications
- 5. Cost Proposal** – Separate sealed envelope / file, detailed fee structure
- 6. DBE / Local Participation** – Narrative of participation, certifications if applicable
- 7. Required Forms**
 - Acknowledgment of Addenda (if any issued)
- 8. Formatting Compliance** – ≤ 50 double-sided pages (100 pages total), 11 pt font, exclusions allowed
- 9. Submission Copies** – 1 original signed hard copy, 1 electronic copy (USB)

Scope of Services

The awarded Contractor shall provide comprehensive labor compliance and oversight monitoring consulting services in support of City-funded projects utilizing federal, state, and local funds. These services include, but are not limited to, ensuring compliance with the Davis-Bacon Act, Copeland Anti-Kickback Act, Contract Work Hours and Safety Standards Act, applicable U.S. Department of Labor regulations (29 CFR Parts 1, 3, 5, 6, and 7), HUD program requirements (CDBG and HOME), and Federal Transit Administration (FTA) grant requirements, including labor compliance provisions contained in FTA Circulars 4220.1F (Third Party Contracting Guidance) and 5010.1E (Grant Management Requirements). The Contractor shall act as the City's agent in performing required labor standards oversight, reporting, monitoring, training, and enforcement activities to ensure that all federally funded construction and transit projects meet applicable wage, contracting, and reporting standards.

Compliance with Federal Regulations: All services shall be performed in accordance with 2 CFR Part 200 (Uniform Guidance), including but not limited to financial management, performance monitoring, record retention, and audit requirements.

1. On-Call Labor Compliance Consulting Services

1.1 Bid Documentation Review

1. Review bid advertisements, addendums, and documentation.
2. Verify wage determinations and required labor compliance forms are included.
3. Review construction contracts to ensure proper labor standards clauses and wage decisions are incorporated.

1.2 Wage Decisions and Contract Requirements

1. Review proposed construction contracts for identified projects.
2. Ensure labor compliance standards' clauses and requirements are included in project contract specifications.
3. Ensure wage determination issuances are accurate for affected trades in identified development projects.
4. Verify all required labor compliance forms are included in the construction contract.
5. Provide other related services as directed by the City.

1.3 Education and Training

1. Conduct or attend pre-construction and contractor meetings.

2. Complete required forms, including HUD Form 4720 (Project Wage Sheet) and DOL Form WH-1321 (Notice to All Employees).
3. Ensure wage determinations and posters are displayed on all job sites.
4. Provide initial and ongoing training to contractors and subcontractors on Davis-Bacon and related requirements.

1.4 Contractor License and Debarment Checks

1. Contact appropriate agencies to verify contractor and subcontractor licenses/certifications.
2. Verify eligibility of contractors through SAM.gov and DOL-maintained debarment lists.
3. Immediately notify the City if any contractor, subcontractor, or apprentice is listed as debarred.

1.5 Payroll Document Review

1. Collect and review certified weekly payroll reports (DOL Form WH-347) for completeness and accuracy.
2. Verify compliance with prevailing wage rates, fringe benefits, work classifications, apprenticeships, and deductions.
3. Identify red flags (e.g., irregular hours, excessive apprentice ratios, missing information) and compare payrolls with employee interview forms.

1.6 Investigations and Enforcement

1. Conduct on-site employee interviews (HUD Forms 11, 4730, 4731), payroll verification, and complaint follow-up.
2. Issue notices of underpayment or violations and ensure corrections within 30 days; recommend corrective actions to the City if unresolved.
3. Represent the City in administrative hearings, civil or criminal proceedings, or appeals related to labor standards.
4. Prepare DOL Section 5.7 enforcement reports and submit to HUD for review within required timeframes.
5. Maintain payroll reports and investigation files for three years from final payment date.
6. Ensure compliance with FOIA and the Privacy Act of 1974 regarding employee data.
7. Complete required project close-out reports.

1.7 Federal Statute and Regulation Compliance

- Federal Statutes: Davis-Bacon Act, Copeland Anti-Kickback Act, Contract Work Hours and Safety Standards Act.
- Federal Regulations: U.S. Department of Labor (29 CFR Parts 1, 3, 5, 6, and 7).

1.8 HUD Compliance and Reporting

- Prepare and submit the Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) to HUD by April 5 and October 31 each year.

1.9 Performance Monitoring and Cost Management

- Provide cost analysis and performance metrics demonstrating cost-effective labor compliance practices and alignment with federal award performance objectives.
- Maintain accurate cost records for all services performed under federal awards, including time tracking, expense documentation, and cost allocation methodologies consistent with 2 CFR 200.302.

1.10 Quality Assurance and Internal Controls

- Implement internal controls and quality assurance procedures to ensure accurate and reliable labor compliance monitoring and reporting.
- Establish and maintain procedures for oversight of all compliance activities to ensure consistency and accuracy.

2. Transit-Specific Compliance Services

1. Ensure compliance with FTA labor standards and wage requirements consistent with the Davis-Bacon Act and applicable Department of Labor regulations.
2. Incorporate and monitor labor provisions as required under FTA Circular 4220.1F (Third Party Contracting Guidance):
 - Procurement documentation requirements.
 - Inclusion of labor compliance language in contracts and subcontracts.
 - Contractor responsibility determinations.
3. Ensure ongoing project monitoring consistent with FTA Circular 5010.1E (Grant Management Requirements), including labor standards reporting, audit support, and record retention.
4. Coordinate with the City's Transit Division to ensure wage determinations, payroll reviews, debarment checks, and investigations are applied consistently.

5. Provide training and technical assistance to transit contractors and subcontractors regarding Davis-Bacon and FTA-specific labor compliance requirements.
6. Prepare and submit required labor compliance documentation for transit projects to FTA and/or the City, as directed.

3. Subrecipient Monitoring (if applicable)

- Monitor subrecipients' compliance with federal requirements and provide technical assistance as needed to ensure downstream compliance.
- Ensure subrecipients maintain appropriate records and reporting as required under 2 CFR 200.332.

4. Audit Support and Documentation

- Provide documentation and support for federal single audits, including audit trail maintenance and auditor access to records and personnel.
- Maintain organized files and documentation to facilitate audit processes and compliance reviews.
- Respond to audit findings and implement corrective actions as directed by the City.

5. Reporting and Recordkeeping

1. Maintain payroll, interview, and compliance records for a minimum of three (3) years from final payment date.
2. Ensure confidentiality of employee information in accordance with FOIA and the Privacy Act.
3. Complete all required project close-out documentation.
4. Prepare and submit the following compliance reports:
 - HUD Semi-Annual Labor Standards Enforcement Report (HUD Form 4710) – due April 5 and October 31.
 - FTA TrAMS Reporting – labor-related documentation, certifications, and contract compliance data as required under FTA C 5010.1E.
5. Provide additional reports as requested by the City, HUD, or FTA to demonstrate compliance.
6. Maintain financial records and cost documentation in accordance with 2 CFR 200.302 requirements.

Evaluation Criteria for Davis-Bacon Labor Compliance RFP

1. Qualifications & Experience (30 points)

- Demonstrated experience with Davis-Bacon Act and related prevailing wage laws.
- Past performance with municipal, state, or federally funded projects.
- References from similar projects.

2. Technical Approach / Work Plan (25 points)

- Understanding of Davis-Bacon requirements and compliance monitoring.
- Processes for reviewing certified payrolls.
- Methodology for conducting worker interviews and site visits.
- Procedures for handling violations and corrective actions.

3. Staffing & Expertise (15 points)

- Qualifications and certifications of assigned staff.
- Availability and responsiveness for project support.
- Knowledge of Department of Labor (DOL) and Federal Transit Administration (FTA) compliance requirements.

4. Cost Proposal (20 points)

- Reasonableness and competitiveness of pricing.
- Clarity and transparency in fee structure (hourly, per project, or retainer).
- Cost effectiveness relative to scope of work.

5. DBE / Local Participation (10 points)

- Commitment to Disadvantaged Business Enterprise (DBE) or local vendor utilization.
- Evidence of subcontracting or partnership efforts.

Cutoff Point (Minimum Qualifying Score)

- **Passing Threshold:** 70 out of 100 points (firms scoring below 70 would not advance to consideration).

Submittal Requirements

All proposals must be complete, concise, and responsive to this Request for Proposals (RFP). The City reserves the right to reject any proposal deemed non-responsive or incomplete.

1. Cover Letter

- Brief introduction of the firm, including legal name, address, point of contact, phone, and email.
- A statement confirming the firm's ability and commitment to perform the requested services.

2. Firm Qualifications & Experience

- Summary of firm's history, organizational structure, and areas of specialization.
- Description of prior experience providing Davis-Bacon and labor compliance consulting services.
- Examples of relevant projects (municipal, HUD, FTA, or federally funded projects), including project scope, client, contract value, and duration.
- At least three (3) references from comparable clients within the last five (5) years.

3. Technical Approach / Work Plan

- Detailed approach to providing labor compliance services described in the Scope of Services.
- Processes for payroll review, contractor training, on-site interviews, enforcement, and reporting.
- Methods for ensuring compliance with Davis-Bacon, HUD, and FTA requirements.
- Description of quality control and internal monitoring procedures.

4. Staffing & Expertise

- Organization chart showing key staff assigned to the contract.
- Resumes of proposed personnel, including certifications, relevant training, and specific Davis-Bacon/FTA compliance expertise.
- Identification of the primary contact/project manager.
- Availability of staff for on-call assignments.

5. Cost Proposal (Separate Sealed Envelope / File)

- Detailed fee structure (hourly rates, per-project rates, or retainer options).

- Breakdown of anticipated reimbursable expenses, if any.
- Description of cost tracking and billing methodology consistent with 2 CFR 200.302.

6. DBE / Local Participation

- Statement regarding commitment to utilize Disadvantaged Business Enterprises (DBE) and/or local subcontractors.
- Identification of DBE or local partners, including certification documentation (if applicable).

7. Required Forms and Certifications

- Completed and signed forms:
 - Non-Collusion Affidavit
 - E-Verify Affidavit
 - Certification of Non-Debarment (SAM.gov verification)
 - Acknowledgment of Addenda (if applicable)
- Any additional forms specified by the City.

8. Proposal Formatting

- Maximum page limit: **50 double-sided pages (100 pages total)**, excluding resumes, forms, and required certifications.
- Page size: 8.5" x 11"; font size no smaller than 11 pt.
- Tabs/dividers encouraged for organization.

9. Submission Method

- One (1) original hard copy signed in ink.
- Four (4) duplicate copies.
- One (1) electronic copy (USB drive).
- Sealed cost proposal submitted separately and clearly labeled.

Appendix A – Compliance Activity Crosswalk

Compliance Activity	Applicable Statute / Regulation / Guidance	Required Form / Reference
Bid package review and verification	Davis-Bacon Act; Copeland Anti-Kickback Act; 29 CFR Parts 1, 3, 5, 6, 7; 2 CFR 200.318	Wage determinations, labor compliance forms
Review of proposed construction contracts	Davis-Bacon Act; Contract Work Hours & Safety Standards Act; 2 CFR 200.317	Project contracts, labor clauses
Pre-construction meetings & training	Davis-Bacon Act; HUD labor standards requirements	HUD Form 4720, DOL Form WH-1321
Contractor license and debarment verification	2 CFR Part 200; HUD program requirements; SAM.gov regulations; 2 CFR 200.213	Debarment & eligibility records
Payroll document review	Davis-Bacon Act; Copeland Act; 29 CFR Parts 3, 5	DOL Form WH-347, Statement of Compliance
Employee interviews / investigations	Davis-Bacon Act; Copeland Act	HUD Forms 11, 4730, 4731
Enforcement notifications & corrections	Davis-Bacon Act; Copeland Act	Written notices to contractor, DOL Section 5.7 reports
Project close-out reporting	HUD program requirements; 2 CFR 200.344	Close-out forms, payroll records

Compliance Activity	Applicable Statute / Regulation / Guidance	Required Form / Reference
HUD Semi-Annual Labor Standards Enforcement Report	Davis-Bacon Act; HUD labor standards guidance; 2 CFR 200.328	HUD Form 4710
FTA Transit labor compliance monitoring	Davis-Bacon Act; FTA Circular 4220.1F; FTA Circular 5010.1E	Payroll reviews, wage determinations, compliance documentation in FTA TrAMS
Buy America compliance (Transit projects)	49 U.S.C. §5323(j); FTA Buy America guidance	Project contracts, compliance certifications
Record retention and confidentiality	FOIA; Privacy Act of 1974; 2 CFR 200.334	Payroll records, employee interview documentation
Financial management and cost tracking	2 CFR 200.302, 200.303	Cost records, time tracking, expense documentation
Performance monitoring and reporting	2 CFR 200.328, 200.329	Performance metrics, cost analysis reports
Audit support	2 CFR 200.501-200.521	Audit trail documentation, compliance records

Professional Service Agreement

Scope of Work and Terms Document

City of Fayetteville, NC

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of the [REDACTED]th day of [REDACTED] 2025 by and between the City of Fayetteville, a North Carolina City and Municipal Corporation (“City”), and [REDACTED], with a principal office located at [REDACTED], North Carolina (“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 \$ [REDACTED] 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.

3.3 Terminating Illegal Discrimination Certification: [REDACTED] certifies that: (i) it does not operate any DEI programs that violate any applicable Federal anti-discrimination laws, (ii) it is compliant in all respects with all applicable Federal anti-discrimination laws material to the government's payment decisions, and (iii) agrees that, if a violation of this certification is found, could lead to liability under the False Claims Act. By signing this Agreement, [REDACTED] 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 [REDACTED]'s noncompliance with this certification at any time before or during the term of this Agreement.

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/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.

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 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). 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 Statutes 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.

DRAFT

[Signature page to follow]

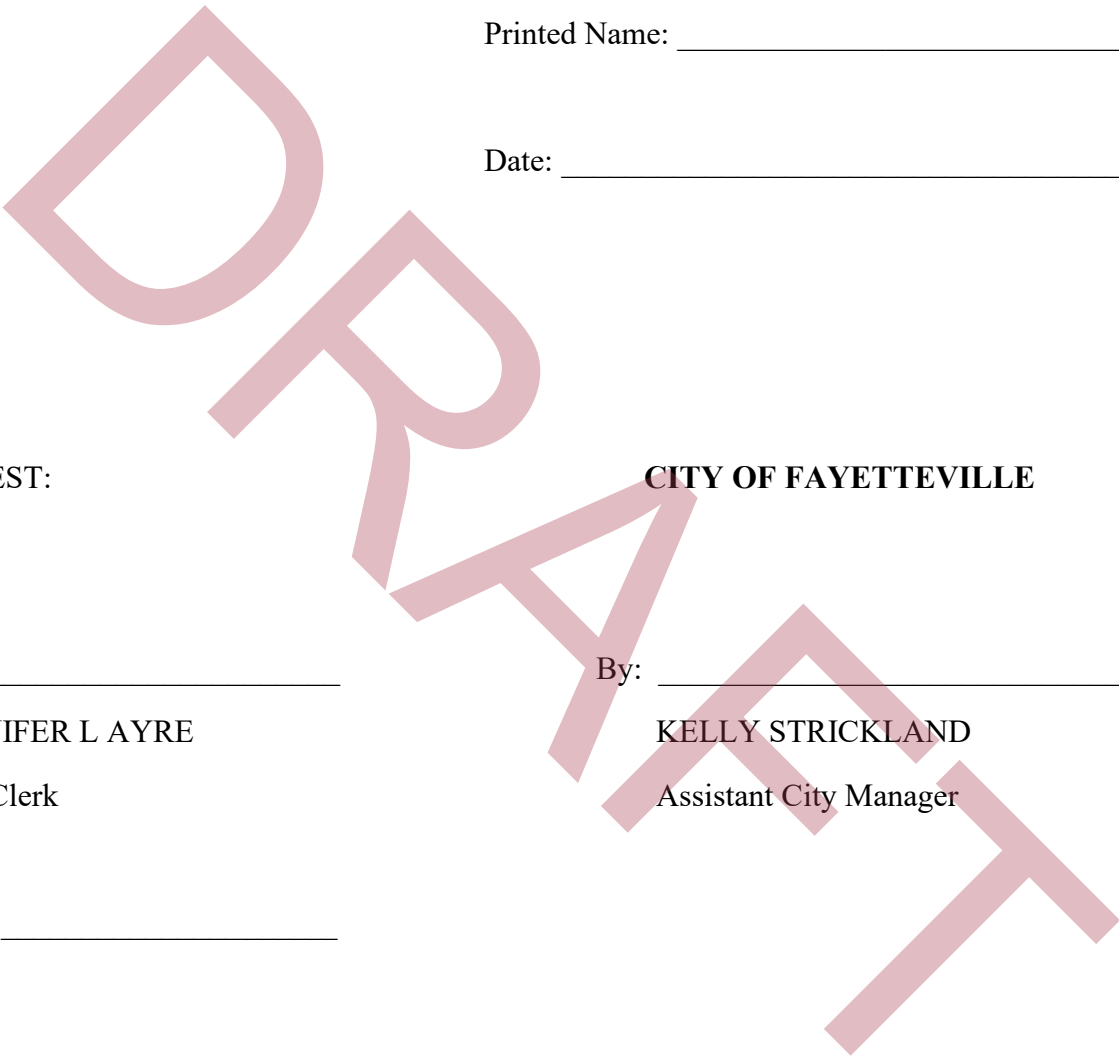
DRAFT

[CONSULTANT COMPANY]

By: _____

Printed Name: _____

Date: _____



ATTEST:

CITY OF FAYETTEVILLE

By: _____

JENNIFER L AYRE

KELLY STRICKLAND

City Clerk

Assistant City Manager

Date: _____

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

TIFFANY MURRAY

Chief Financial Officer