

CITY OF FAYETTEVILLE REQUEST FOR PROPOSALS



CATERING AND FOOD SERVICES (SENIOR CENTER EAST) COF1516959

ISSUED: JUNE 23, 2025

DUE: JULY 14, 2025

The City of Fayetteville is soliciting proposals for catering and food services for the Senior Center East.

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., July 14, 2025**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Catering and Food Services (Senior Center East)

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 July 14, 2025**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“Catering and Food Services (Senior Center East).”**

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

INTRODUCTION

The City of Fayetteville referred to as CITY, invites you to review and welcomes proposals for catering and food services to be provided at the Senior Center East located at 917 Washington Drive in Fayetteville, North Carolina.

SCOPE OF WORK

The selected vendor shall have control, access, and use of the kitchen facility at the Premises for purposes of providing catering and food services to the Premises and for the purpose of ensuring that the kitchen facility maintains an “A” grade from the Cumberland County Health Department. However, CITY reserves the right to access the kitchen facility for use of equipment as required for CITY purposes and the right to rent the Premises to include access and use of the kitchen facility to third parties at the CITY’S sole discretion.

This Contract shall begin on July 1, 2025, and shall terminate June 30, 2026, unless sooner terminated as provided herein, subject, however, to renewal at the end of the contract date. At the option of CITY, this contract may be renewed for one (1) year periods up to three years at the termination of the existing term.

Selected Vendor Responsibilities

- Shall provide catering and food services for events and/or activities occurring on-site at the Premises:
- Shall provide the capability to fully serve 25 to 300 people at any one event;
- Shall not provide or serve alcohol to any event at the Premises, and shall not have or store alcoholic beverages at the Premises at any one time;
- Shall at all times keep the premises clean and maintain an “A” grade from the Cumberland County Health Department;
- Shall be responsible for any damage or breakage to kitchen items due to excessive use or abuse;
- Shall obtain at his own expense the necessary business and health inspection licenses from the State of North Carolina and the Cumberland County Board of Health, provide proof of such licenses at all times and display the same on the premises at all times, and shall comply with all applicable State and Federal laws and regulations and County ordinances and regulations and with any and all City of Fayetteville rules, regulations, and procedures for the use of CITY facilities;
- Shall provide necessary pots, pans, spoons, and necessary cooking items to serve and feed 25 to 300 people with any given event.

- Shall be responsible for the installation and billing of any telephone services, if necessary or desired.
- Shall provide any and all additional equipment necessary to complete preparation and service of food and beverages.
- Shall be responsible for placement of solid waste and garbage into designated containers and transfer to the storage area designated by the recreation center director.
- Shall be responsible for cleaning and returning the Premises, to include any area used for a catered function, to an orderly and substantially clean condition after the event.
- Agrees to pay to the CITY as consideration for the use of the kitchen a per plate fee for any catered event prepared on-Premises. Payments shall be made on a monthly basis, on or before the 10th day of each month.

The Kitchen at Senior Center East is equipped by the City with the following inventory;

- Stainless steel 3 –compartment sink
- (2) Stainless steel work tables with prep sinks
- (2) Stainless steel work tables
- FRYMASTER MJ 50 Gas Fryer with Filtration – Model # FPPH255
- FWE Humidified Heated Holding Transport Cabinets – Model # TS-1826-18
- Garland G Series 36” Gas Restaurant Range – Model # G36-6S
- Garland Cuisine Series 36" Charbroiler – Model #C836-36A
- Manitowoc Indigo Series 1406 Ice Cube Machine – Model # IYT1500A
- Everest Refrigerator – Model # ESR2
- Everest Freezer – Model # ESF2
- SOUTHBEND Convection Oven – Model #SLGS/22CCH

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. Per plate fee for any catered event prepared on-Premises.
- c. A brief overview of the vendor’s professional history that conveys their expertise and experience.
- d. Proof of current insurance
- e. 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., July 14, 2025**. Proposals shall be mailed, delivered in person, or by express mail to:

City of Fayetteville
Attention: Kimberly Toon, Purchasing Manager
RFP – Catering and Food Services (Senior Center East)
433 Hay Street
Fayetteville, NC 28301

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

All questions regarding this RFP shall be submitted in writing to the Attention of Kimberly Toon, Purchasing Manager via email to kimberlytoon@fayettevillenc.gov no later than **5:00 p.m., July 9, 2025**.

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 City reserves the right to request additional information it feels necessary to make a qualified judgement as to the offering organization/agency's ability to perform the work.

The insurance required for this contract is as follows:

- (a) Commercial General Liability ISO #CG 00 01 10 93: The Contractor shall take out and maintain during the life of this contract 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) Automobile Liability ISO #CA 00 01 12 93: The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.
- (c) Worker's Compensation and Employers' Liability Insurance: The Contractor shall take out and maintain during the life of this contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Worker's Compensation Statue, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.
- (d) Owner's and Contractor's Protective Liability I.S.O. #CG 00 09 10 93: The Contractor shall secure and maintain during the life of the contract, an Owner's and Contractor's Protective Liability insurance policy for the City, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.

Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers shall be so identified on the Certificate of Insurance form. The City reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A;VII.

Indemnity Provision

To the extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, 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 the Contractor, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by the Contractor does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subContractor, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the City, and agrees to indemnify and hold harmless the City, its

officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this Agreement, Contractor agrees to purchase and maintain during the life of this Agreement contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Other Provisions:

(1) Any deductible or self-insured retention must be declared to and approved by the City.

(2) The policies are to contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability Coverage

1) The City of Fayetteville, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

2) The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Fayetteville Purchasing Office
433 Hay Street
Fayetteville, NC 28301

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the

Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.

(c) Subcontractors

Contractor shall include all subcontractors as insurers under its policies **OR** shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein

(d) No Waiver of Immunity

Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

PROPOSAL SELECTION PROCESS AND EVALUATION CRITERIA

A. SELECTION PROCESS

The City's objective in soliciting proposals is to enable it to select a Respondent that will provide expert and cost-effective services to the City of Fayetteville. The City will consider proposals 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 RFP. Proposals will be evaluated by the City on the basis of which is the most advantageous, experience and other factors considered.

B. EVALUATION CRITERIA

Selection of the best responsible proposal will be based upon the following considerations/criteria:

1. Proposer's Experience and Capability
 - a. Proposer's demonstrated financial status and ability to provide the proposed service operations.
 - b. Proposer's demonstrated operational capabilities stressing the ability to provide/maintain catering and food services.
 - c. Proposed demonstrated experience and compliance with minimum qualifications for similar operations.
 - d. Proposers demonstrated past service including remittances to the City of Fayetteville Recreation and Parks Department if applicable.

2. Rent to the City

- a. The total cost benefit to the City based upon the proposed payment.

3. Service Program

- a. The level of service to be provided to the City of Fayetteville Parks and Recreation: Senior Center East located at 917 Washington Drive in Fayetteville, North Carolina.
- b. Demonstrated ability to provide startup funding, equipment, supplies, materials, staff and sustain quality concession services.

A minimum evaluation score of 85 is to be considered for selection.

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 Concession Fee
	C.	Brief overview of professional history that conveys expertise, experience and capability.
	D.	Proof of Insurance
	E.	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 CONTRACT FOR SERVICES (hereinafter the “Contract”), made and entered into the date this agreement is fully executed by the parties, by and between the CITY OF FAYETTEVILLE, a North Carolina municipal corporation, (hereinafter the “CITY”) by and through its Fayetteville-Cumberland Parks and Recreation Department and **VENDOR**, (hereinafter referred to as CONTRACTOR). Collectively, CITY and CONTRACTOR shall be referred to as Parties.

WITNESSETH:

WHEREAS the CITY desires for catering and food services to be provided at Senior Center East at 917 Washington Drive in Fayetteville, North Carolina, (hereinafter “the Premises”); and

WHEREAS CONTRACTOR is in the business of providing catering and food service;

NOW THEREFORE, in consideration of the mutual promises contained in this Contract, the parties agree as follows:

1. This Contract shall begin on July 1, 2025, and shall terminate June 30, 2026 unless sooner terminated as provided herein, subject, however, to renewal at the end of the contract date. At the option of CITY, this contract may be renewed for one (1) year periods up to three years at the termination of the existing term.
2. That except as provided herein, CONTRACTOR shall have control, access, and use of the kitchen facility at the Premises for purposes of providing food and beverage service to the Premises and for the purpose of ensuring that the kitchen facility maintains an “A” grade from the Cumberland County Health Department. However, CITY reserves the right to access the kitchen facility for use of equipment as required for CITY purposes and the right to rent the Premises to include access and use of the kitchen facility to third parties at the CITY’S sole discretion.
3. That in exchange for the authorization to provide catering and food services for events and/or activities occurring on-site at the Premises, CONTRACTOR:
 - a. Shall provide the capability to fully serve 25 to 300 people at any one event;
 - b. Shall not provide or serve alcohol to any event at the Premises, and shall not have or store alcoholic beverages at the Premises at any one time;
 - c. Shall at all times keep the premises clean and maintain an “A” grade from the Cumberland County Health Department;

- d. Shall be responsible for any damage or breakage to kitchen items due to excessive use or abuse;
 - e. Shall obtain at his own expense the necessary business and health inspection licenses from the State of North Carolina and the Cumberland County Board of Health, provide proof of such licenses at all times and display the same on the premises at all times, and shall comply with all applicable State and Federal laws and regulations and County ordinances and regulations and with any and all City of Fayetteville rules, regulations, and procedures for the use of CITY facilities;
 - f. Shall provide necessary pots, pans, spoons, and necessary cooking items to serve and feed 25 to 300 people with any given event; and
 - g. Is responsible and liable for any/all activity extending past standard center operating hours.
4. The CONTRACTOR agrees to pay to the CITY as consideration for the use of the kitchen, pursuant to this Contract, a fee of _____per plate at any catered event prepared on-premises. Payments shall be made on a monthly basis, on or before the 10th day of each month during the term of this contract. Payment remittance should be accompanied by financial records related to the payment, validating the number of plates prepared.
 5. CONTRACTOR shall maintain at all times during this Contract financial records of its receipts, expenditures, and revenues related to this Contract, in accordance with standard accounting practices. CITY reserves the right to review financial records of the CONTRACTOR which are pertinent to this Contract upon reasonable notification. CONTRACTOR shall keep and maintain said records for a period of three (3) years after termination of this Contract.
 6. The CITY shall furnish, at its own expense, the utilities for the premises to be used by CONTRACTOR pursuant to the terms of this Contract.
 7. CONTRACTOR shall be responsible for the installation and billing of any telephone services used by CONTRACTOR in the premises.
 8. The CITY shall provide tables and chairs to be used by CONTRACTOR on the premises for purposes of the provision of food and beverage service.
 9. The CITY shall be responsible for setting up the tables and chairs prior to any on-premises event, and the CITY shall be responsible for taking down the tables and chairs and stacking them neatly in an area designated by the recreation center director after each event.

10. At the termination of this Contract, CONTRACTOR shall remove any and all personal property brought on the premises by CONTRACTOR during the term of this Contract for Services, and any personal property left on the premises remaining at the termination of this Contract shall become the property of the CITY.
11. CONTRACTOR agrees that if the CITY'S premises and/or facilities at the Premises shall be damaged by the act, default, or negligence of CONTRACTOR or CONTRACTOR'S caterers, agents, servants or employees, CONTRACTOR shall pay to the CITY upon demand such sum as shall be necessary to restore said premises to its original condition, ordinary wear and tear excepted.
12. CONTRACTOR will provide any and all equipment necessary to complete preparation and service of food and beverages in accordance with the terms of this Contract.
13. It shall be CONTRACTOR'S responsibility to place solid waste and garbage in designated containers and transferred to the storage area designated by the recreation center director.
14. CONTRACTOR shall be responsible for cleaning up and returning the Premises, to include any area used for a catered function, as well as the premises, in an orderly and substantially clean condition after the event.
15. CONTRACTOR is responsible for compliance with all applicable CITY, state, and federal laws, ordinances and regulations, and for obtaining all required licenses and permits.
16. 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.
17. CONTRACTOR agrees to employ and supervise personnel with appropriate qualifications and experience and in sufficient numbers to provide all the contracted services required for the event to be catered. CONTRACTOR shall not employ anyone under the legal age of eighteen (18) for work under this Contract, and all employees shall present a clean and neat appearance. When any employee of the CONTRACTOR conducts himself or herself in any improper, offensive, or disrespectful manner or fails to observe the established standards of cleanliness, neatness, and attire or acts in a manner considered by the CITY or its designated representatives to be detrimental to the best interest of the CITY or to its tenants or public using the premises, then, upon the request of the CITY'S designee, the employee or employees shall be immediately removed from the premises without delay. All questions of compliance with this paragraph shall be decided solely by the CITY.

18. CONTRACTOR shall maintain at all times, where required by law, workers' compensation insurance providing statutory benefits for its employees performing services pursuant to the Contract.
 - (a) To the extent permitted by law, CONTRACTOR 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 CONTRACTOR, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the CITY by CONTRACTOR does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law.
 - (b) For the purposes set forth in § 18(a) above, at all times during the term of this contract, CONTRACTOR shall maintain commercial general liability and property damage and products liability insurance coverage with limits of \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate. Such insurance will have no exclusions for the activities covered by this contract. A copy of CONTRACTOR'S Insurance Certificate shall be provided to CITY with the CITY shown as an additional named insured. All insurance coverage shall be placed with an insurance company licensed by the State of North Carolina.
 - (c) The insurance coverages and minimum coverage limits required by CONTRACTOR under this contract are required solely in order to meet the CITY'S minimum requirements. CONTRACTOR alone is responsible for the sufficiency of its own insurance program(s). If CONTRACTOR has any questions concerning exposures and/or coverage issues, CONTRACTOR shall have the obligation to seek professional insurance assistance.
19. In the event of substantial failure by CONTRACTOR to perform in accordance with the terms of this contract, the CITY shall have the right to terminate CONTRACTOR upon ten calendar (10) days written notice in which event CONTRACTOR shall have neither the obligation nor the right to perform further services under this contract nor shall the CITY be obligated to make any further payment for work that has not been performed.
20. Upon thirty (30) calendar days' written notice to CONTRACTOR, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the CITY, terminate this contract. Upon such notice, CONTRACTOR shall have neither the obligation nor the right to perform services under this contract 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, CONTRACTOR 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, CONTRACTOR 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.

21. All notices, requests, payments, demands or other communications hereunder shall be in writing and shall have been deemed duly given as delivered to or picked up from:

To CITY: Fayetteville-Cumberland
Parks, Recreation and Maintenance
121 Lamon Street
Fayetteville, NC 28301

To CONTRACTOR: _____

22. CONTRACTOR hereby agrees that it:
- a. Will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, or disability;
 - b. Will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, or disability;
 - c. Will in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, or disability; and
 - d. Will include these provisions in every subcontract or sublease let by or for it.
23. CONTRACTOR 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. CONTRACTOR 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 N.C.G.S. § 64-26(a). CONTRACTOR pledges, attests, and warrants through execution of this contract that CONTRACTOR 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 CONTRACTOR shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this contract.
24. It is the intent of this contract to secure the personal services of CONTRACTOR and failure of CONTRACTOR 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. CONTRACTOR shall not assign this contract without prior written consent of the CITY.

25. CONTRACTOR agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.
26. 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 (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.
27. 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.
28. The validity, interpretation, and execution of this contract and the performance of and rights accruing under this contract are all to be governed by the laws of the State of North Carolina.
29. If, in the sole opinion of the City, at any time Contractor 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 Contractor, 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.
30. Notwithstanding any other provisions of this contract, the parties agree that payments due hereunder from the CITY 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 to pay the terms of this contract for any fiscal year, this contract shall terminate immediately without further obligation of CITY.

31. 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.
32. 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.
33. Notwithstanding any other provisions of this contract, the parties agree that payments due hereunder from the City 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 to pay the terms of this agreement for any fiscal year, this contract shall terminate immediately without further obligation of City of Fayetteville.
34. If, in the sole opinion of the City, at any time Contractor or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City's finances, public standing, image, or reputation or are embarrassing or offensive to the City or may reflect unfavorably on the City or are derogatory or offensive to one or more employee(s) or customer(s) of the City, the City may immediately upon written notice to Contractor terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity.
35. 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.
36. In the event of substantial failure by Contractor to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate Contractor upon ten calendar (10) days written notice in which event Contractor 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.
37. Upon thirty (30) calendar days' written notice to Contractor, 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, Contractor 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, Contractor 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, Contractor 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.

38. 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.
39. Contractor 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, Contractor 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 Contractor appearing on the Treasurer's FD Lists at any time before or during the term of this Contract.
40. To the extent a conflict exists between the terms of this Agreement and the terms and conditions in any of the attachments to the Agreement, the terms of this Agreement shall govern.
41. The City and Contractor may, from time to time, request changes in services to be performed by Contractor. Any such changes that are mutually agreed upon by the City and Contractor 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.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have hereunto executed this Contact as of the date first above written.

Attest:

CITY OF FAYETTEVILLE:

JENNIFER AYRE
City Clerk

DOUGLAS J HEWET, ICMA-CM
City Manager

Date

VENDOR

By: _____

Title: _____

Address: _____

Phone: _____

Date: _____

Vendor Signature

Email: _____

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

KIMBERLY TOON
Deputy Chief Financial Officer

Date: _____