



CITY OF FAYETTEVILLE, NORTH CAROLINA
REQUEST FOR PROPOSALS

Bonnie Doone Neighborhood Redevelopment Planning and Implementation Strategy

RFP No. COF1517007

DATE ISSUED: July 14, 2026

PROPOSALS DUE: August 7, 2026, at 2 PM ET

FUNDING SOURCE: Local

ISSUED BY: City of Fayetteville, North Carolina

PRIMARY CONTACT: **Kimberly Toon**, Purchasing Manager

COFBiddingQuestions@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 providing Small Local Business Enterprises (SLBEs) and small businesses an equal opportunity to participate in all aspects of City contracting, including but not limited to participation in the procurement of contracts relating to construction, professional services, equipment, supplies, and improvements to facilities throughout the City.

It is 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, national origin, age, or disability, and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is committed to following all applicable federal, state, and local laws as they relate to procurement practices.

Small Business Participation Commitment

The City will actively seek and identify qualified small businesses, including SLBEs, 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.

Small Business Enterprise Program

The City's Charter has been amended by the General Assembly (H.B. 198) to establish a small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include measures to enhance participation by small business enterprises located in Cumberland and Hoke Counties, including:

- Arranging solicitations, specifications, and contract requirements to facilitate small business participation
- Providing technical assistance and capacity building programs
- Carrying out information and communication programs on contracting procedures and opportunities
- Implementing outreach programs to identify and engage qualified small businesses
- Offering supportive services to help small businesses compete effectively
- Ensuring prompt payment to subcontractors
- Simplifying bonding and insurance requirements where appropriate

Federal and State-Funded Projects - Important Notice

In accordance with state directive following the U.S. Department of Transportation's October 3, 2025 Interim Final Rule to 49 CFR Part 26:



For Federally-Funded Contracts:

- No DBE goals may be established for federally-funded contracts until further guidance is provided by the state
- All existing DBE certifications are in suspended status pending Unified Certification Program (UCP) reevaluation under new individualized disadvantage standards
- Firms are not required to submit DBE participation commitments at this time

For State-Funded Contracts:

- No MB/WBE goals may be established for state-funded contracts until further guidance is provided by the state

The City will continue to facilitate participation by all qualified small businesses through the measures listed above and will resume DBE and MB/WBE program activities once the state provides further guidance.

Equal Opportunity for All

The City is committed to:

- Providing equal access to contracting opportunities for all qualified businesses
- Removing barriers to small business participation
- Supporting economic development and capacity building in our community
- Ensuring fair and open competition in all procurements
- Maintaining compliance with all applicable federal, state, and local requirements
- Supporting diversity in our supplier and contractor base

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

CITY OF FAYETTEVILLE



Dr. 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., Friday, August 7, 2026**, at City Hall, 433 Hay Street, Fayetteville, North Carolina. At that time, they will be considered for the purchase of the following:

Bonnie Doone Neighborhood Redevelopment Planning and Implementation Strategy

Proposals may be mailed to:

City of Fayetteville – Purchasing Office
Attn: Kimberly Toon, Purchasing Manager
433 Hay Street
Fayetteville, NC 28301

Proposals may also be delivered in person or by express mail to the same address.

All proposals must be received **no later than 2:00 p.m. on Friday, August 7, 2026**. Proposals received after this deadline will not be considered for the project entitled “**Bonnie Doone Neighborhood Redevelopment Planning and Implementation Strategy.**”

The award standard for this RFP is **best overall value**. A weighted scoring matrix will be used to score and rank all responsive proposals. Price is one weighted factor among several. See Section 3.2 for detailed evaluation criteria.

SECTION 1: INTRODUCTION & GENERAL INSTRUCTIONS

1.1 Intent of Request for Proposals

The purpose and intent of this Request for Proposals (RFP) is to solicit competitive proposals from qualified firms or vendors to prepare a Neighborhood Redevelopment Planning and Implementation Strategy (“Plan”) for the identified study area on behalf of the City of Fayetteville (“City”). The resulting contract is expected to produce a clear, actionable, and implementation-oriented Neighborhood Redevelopment Planning and Implementation Strategy that establishes a practical framework for long-term neighborhood revitalization. Deliverables shall include existing conditions analysis, market and redevelopment assessment, community engagement, redevelopment strategies, implementation sequencing, funding and financing opportunities, partnership recommendations, performance measures, and a realistic roadmap for measurable and sustainable reinvestment.

The following documents constitute this RFP:

- This document (base RFP and all sections)
- Section 5: Scope of Work
- Section 6: Respondent Information Sheet
- Section 7: Financial Proposal / Pricing Form (signed)
- All required Attachments

1.2 Background

The City of Fayetteville is seeking professional consulting services to prepare a Bonnie Doone Neighborhood Redevelopment Planning and Implementation Strategy (“Plan”) to guide long-term revitalization, reinvestment, and neighborhood stabilization efforts within the identified study area. The City seeks an implementation-oriented strategy that moves beyond conceptual planning to identify realistic, actionable redevelopment opportunities.

Located approximately seven (7) miles northwest of downtown Fayetteville near Bragg Boulevard, Bonnie Doone is a historically significant neighborhood recognized for its early American architectural character, strong neighborhood identity, and strategic location near major transportation corridors, employment centers, and community assets. Listed on the National Register of Historic Places in 1993, the neighborhood reflects a unique cultural and historic legacy while maintaining longstanding community pride and organizational leadership.

Over the past several decades, the City has invested in Bonnie Doone through infrastructure improvements, housing stabilization efforts, public safety initiatives, and community development activities. Despite these investments, barriers to reinvestment remain, including aging housing stock, redevelopment feasibility challenges, underutilized properties, and market conditions that have limited private investment.

The City believes Bonnie Doone possesses significant unrealized potential and seeks a consultant team capable of translating planning into implementation. The selected consultant shall prepare a realistic, market-informed, and community-supported redevelopment strategy that identifies catalytic opportunities, redevelopment barriers, implementation priorities, partnership structures, financing tools, and measurable actions necessary to support sustainable neighborhood revitalization.

1.3 RFP Schedule

ACTION / EVENT	RESPONSIBILITY	DATE / TIME
Pre-Proposal Meeting (Mandatory)	City & Respondents	Thursday, July 23, 2026, at 2:00 PM
Deadline for Written Questions	Respondents	Wednesday, July 29, 2026, at 2:00 PM
City Response to Questions / Addendum Posted	City of Fayetteville	Friday, July 31, 2026, at 2:00 PM
Proposal Submission Deadline	Respondents	Friday, August 7, 2026, at 2:00 PM
Evaluation Period	City of Fayetteville	August 10-14, 2026
Oral Interviews (if applicable)	Shortlisted Respondents	Monday, August 17, 2026
Anticipated Award / Council Approval	City of Fayetteville	Tuesday, August 25, 2026
Contract Execution	City of Fayetteville	Thursday, August 27, 2026
Notice to Proceed	City of Fayetteville	Monday, August 31, 2026

All dates are subject to change. Any modifications will be communicated via addendum posted to the City's procurement website.

1.4 Pre-Proposal Meeting

Attendance at the pre-proposal meeting is **mandatory**. The meeting will be conducted at 433 Hay Street, Fayetteville, NC 28301, **Lafayette Conference Room**, on the date indicated in the RFP Schedule.

Attendance at the mandatory pre-proposal meeting is required for a proposal to be considered responsive. Any information shared during the meeting will only be considered official if confirmed through a written addendum to this RFP.

1.5 Vendor Registration

All vendors wishing to do business with the City of Fayetteville must submit a vendor registration form located at <https://www.fayettevillenc.gov/files/sharedassets/main/v/1/finance/documents/vendor-registration-form.pdf>. A completed W-9 must be submitted with registration.

SECTION 2: PROPOSAL SUBMISSION REQUIREMENTS

2.1 Submission of Proposals

Proposals must be submitted in a sealed package clearly marked:

“RFP No. [RFP-YYYY-###] – Bonnie Doone Neighborhood Redevelopment Planning and Implementation Strategy”

Each respondent must provide:

- **Three (3) signed hard copies** of the complete proposal (original + two copies), AND
- **One (1) electronic copy** in PDF format via **USB**

Paper/mail submissions:

City of Fayetteville – Purchasing Office

Attn: **Kimberly Toon**

433 Hay Street, Fayetteville, NC 28301

IMPORTANT: Late proposals, regardless of cause, will not be accepted or considered. Failure to comply with submission requirements may result in rejection of the proposal.

2.2 Proposal Contents

The Respondent’s complete proposal shall include the following items in the order listed. Failure to include any required item may result in the proposal being deemed non-responsive.

Narrative / Technical Sections:

- **Cover Letter** – confirm: (a) the entire RFP and all addenda have been read; (b) the Respondent agrees to perform per the Scope of Work; and (c) any proposed subcontractors are identified.
- **Title Page** – company name, address, phone number, authorized representative name and title, and RFP number.
- **Table of Contents**
- **Technical Proposal** – addressing the full Scope of Work (Section 5) and all specification requirements.
- **Qualifications & Experience** – firm overview, relevant project history, key personnel résumés, and organizational chart.
- **Project Schedule / Timeline** – proposed milestone schedule from Notice to Proceed through project closeout.
- **Signed Proposal Response Form** – Section 7, fully completed and executed by an authorized representative.

Required Attachments (must be completed, signed, and returned with proposal):

- **Attachment A** – Financial / Pricing Proposal
- **Attachment B** – References Form (three references required)
- **Attachment C** – Small Business Participation — SDBE & HUB Programs
- **Attachment D** – Certification of Financial Condition
- **Attachment E** – Location of Workers Utilized by Vendor
- **Attachment F** – Non-Collusion Certification
- **Attachment G** – Debarment, Suspension & Responsibility Certification
- **Attachment H** – Pending Litigation & Legal Proceedings Disclosure
- **Attachment I** – State or Locally – Funded Contract or Subaward (Non-Federal)
- **Signed Addenda Acknowledgements** – for any addenda issued prior to the proposal due date

2.3 Request for Clarification

All questions must be submitted in writing to **Kimberly Toon** at **COFBiddingQuestions@FayettevilleNC.gov** by the deadline in the RFP Schedule. Responses will be issued as written addenda posted to the City's procurement website. Oral responses are not authoritative. (G.S. 143-129(b).)

2.4 Addenda

The City may issue written addenda to modify or clarify any part of this RFP. All addenda will be posted on the City's procurement website. It is the Respondent's responsibility to check for addenda. Proposals must acknowledge receipt of all addenda issued.

2.5 Withdrawal of Proposals

Proposals may be withdrawn in writing prior to the submission deadline. Written withdrawal requests must be signed by an authorized officer of the Respondent. Withdrawal after the deadline is permitted only if the price was based on a substantial error.

2.6 Public Records

All materials submitted in response to this solicitation are public records subject to the North Carolina Public Records Law (G.S. Chapter 132) and may be disclosed at any time, including before contract award, unless an applicable statutory exemption applies. Only information that is properly designated and justified as a trade secret in accordance with G.S. 66-152 and G.S. 132-1.2 will be treated as exempt from disclosure. Vendors are responsible for clearly marking such information and providing the required statutory justification. The State will evaluate all designations and make disclosure determinations in accordance with North Carolina law.

2.7 Insurance Requirements

The awarded contractor shall not commence work until all required insurance is in place. At minimum:

- **Commercial General Liability:** \$1,000,000 per occurrence / \$2,000,000 aggregate
- **Workers' Compensation:** As required by NC law; minimum \$500,000 Employer's Liability
- **Professional Liability / Errors & Omissions Insurance:** The Service Provider shall maintain Professional Liability / E&O insurance with minimum limits of **\$1,000,000 per occurrence** and **\$2,000,000 aggregate** for the duration of the agreement.
- **Automobile Liability:** \$1,000,000 combined single limit (if applicable)

The City of Fayetteville must be named as an Additional Insured on the Service Provider's Commercial General Liability and Automobile Liability policies. Because ACORD certificates and most carriers no longer guarantee notice of cancellation to certificate holders, the Service Provider is responsible for providing the City with at least 30 days' prior written notice of cancellation, non-renewal, or material change in coverage, or must furnish an endorsement from the insurer that provides such notice. All insurers must hold an A.M. Best rating of 'A' or better. Additional Insured status is not required for Professional Liability / Errors & Omissions coverage.

2.8 Conflict of Interest

Respondents must disclose any relationship between their firm and any City of Fayetteville employee, official, or Council member. Undisclosed conflicts may result in disqualification. See also G.S. 14-234 (public officers and employees prohibited from benefiting from public contracts).

2.9 ADA Compliance

All deliverables must be accessible to individuals with disabilities per the Americans with Disabilities Act (ADA). Digital deliverables must meet WCAG 2.1 AA standards.

2.10 City's Reserved Rights

The City of Fayetteville expressly reserves the right to:

- **Reject any or all proposals** in whole or in part, for any reason or for no reason, without liability to any Respondent. (G.S. 143-129(b).)
- **Waive minor informalities or technicalities** in any proposal that do not affect price, time, or a material requirement of the solicitation, where waiver is in the best interest of the City.
- **Accept or reject** any or all items in a proposal and award by item, group of items, or total proposal.
- **Cancel or withdraw this RFP** at any time prior to contract execution, with no obligation to any Respondent.
- **Request additional information or clarification** from any Respondent during evaluation without creating an obligation to award.
- **Negotiation of contract terms** for professional services shall be undertaken with the highest-ranked Respondent prior to contract execution.

- **Re-advertise this solicitation** at the City's discretion if it determines that doing so is in the City's best interest, including situations where the proposals received are not advantageous to the City
- **Conduct site visits or inspections** of a Respondent's facilities or operations prior to or during the contract term.

No proposal shall be binding on the City until a formal written contract is fully executed by both parties. The bid tabulation and identification of an apparent low bidder or highest-ranked proposer at opening do not constitute a contract award.

SECTION 3: EVALUATION OF PROPOSALS

3.1 Award Standard —

The award standard for this RFP is best overall value. A weighted scoring matrix will be used to score and rank all responsive proposals. Price is one weighted factor among several. See 3.2 for detailed criteria.

3.2 Responsibility Criteria / Evaluation Factors

(Option A: These are pass/fail responsibility criteria. Option B: These are weighted scoring factors.)

CRITERION	WEIGHT
Technical Approach & Understanding of Scope	30%
Qualifications, Experience & References	25%
Project Team & Key Personnel	20%
Cost / Price Proposal	15%
SDBE / HUB Small Business Participation	10%
TOTAL	100%

Note: The City reserves the right to adjust weighting through written addendum prior to the proposal due date.

3.3 Evaluation Process

- All proposals received by the deadline will be logged and time-stamped.
- An evaluation committee will review proposals against the published criteria.
- The committee may request oral presentations, site visits, or written clarifications from shortlisted respondents. Evaluators are not required to do so; proposals should be complete as submitted.
- A recommendation for award will be submitted for approval in accordance with the City's budget ordinance and purchasing authority. Approval will be made by the City Manager or the City Council, depending on the contract value.
- Award will be posted to the City's procurement website.

3.4 Confidentiality During Evaluation

While this RFP is under evaluation, Respondents are prohibited from communicating with any City employee, official, or Council member regarding proposal content or evaluation outcomes. Violations may result in disqualification.

SECTION 4: AGREEMENT & GENERAL CONDITIONS

4.1 Contract Term

Any contract resulting from this RFP shall have an initial term of **1 year(s)**, beginning on or about **August 25, 2026**. The contract may be renewed for up to **1 additional one-year period(s)** upon mutual written agreement, for a total possible term not to exceed **2 years**.

4.2 Contract Execution

No contract shall be deemed awarded until a formal written agreement is executed by both parties. All contracts must be in writing as required by G.S. 160A-16. All contracts that obligate City funds must receive a pre-audit certification by the Finance Officer pursuant to G.S. 159-28 before the contract is executed

4.3 Availability of Funds

This contract is contingent upon appropriation of funds by the Fayetteville City Council per the Local Government Budget and Fiscal Control Act (G.S. Chapter 159). If funds are not appropriated, the City may terminate without penalty.

4.4 Non-Discrimination / Equal Opportunity

The Respondent shall not discriminate against any individual and shall comply with all applicable Federal and State requirements concerning fair employment, including Title VII, the ADA, the Age Discrimination in Employment Act, and Executive Order 24 (2017). The City is an equal opportunity employer and requires the same of its contractors.

4.5 E-Verify Compliance

As required by G.S. 64-26, the awarded contractor certifies that it and each of its subcontractors complies with Article 2 of Chapter 64 of the NC General Statutes, including the requirement for employers with more than 25 employees in North Carolina to verify work authorization through the federal E-Verify system.

4.6 NC Secretary of State Registration

Prior to entering into a contract with the City, the awarded Respondent must be registered to do business in North Carolina with the NC Secretary of State if required by G.S. 55-15-01 (corporations) or G.S. 57D-7-01 (LLCs). Evidence of registration must be provided within **10** business days of award notification. Register at <https://www.sosnc.gov>.

4.7 Collusive Bidding

The Respondent's signature on the Proposal Response Form constitutes a guarantee that prices were arrived at independently, without collusion with other respondents, in compliance with G.S. 143-54. Violation may constitute a criminal offense under G.S. 75-2 (NC antitrust statutes).

4.8 General Indemnity

The Respondent shall indemnify and hold harmless the City of Fayetteville, its officers, employees, and agents from and against claims, damages, losses, and liabilities to the extent caused by the negligent acts, errors, or omissions of the Respondent or its subcontractors in the performance of services under this contract. This indemnification obligation shall not apply to claims arising from the negligence or willful misconduct of the City, its officers, employees, or agents, consistent with NCGS 22B-1.

4.9 Assignment

The awarded Respondent shall not assign, transfer, or subcontract any portion of this agreement without prior written consent of the City. The Respondent remains solely responsible for contract performance.

4.10 Termination

4.10.1 Termination for Cause: The City may terminate for cause upon written notice specifying the cause and effective date. The Respondent shall have ten (10) days to cure.

4.10.2 Termination for Convenience: The City may terminate for convenience upon **30** days' written notice. The Respondent shall be compensated for work properly performed to the termination date.

4.11 Transition Assistance

If this contract expires or is terminated, the Respondent shall provide transition assistance for up to **60** days to ensure continuity of services. During this period, the Respondent shall maintain all service levels and transfer all relevant data and records to the City in editable format.

4.12 Dispute Resolution

The parties agree to resolve disputes informally and in good faith. Claims by the Respondent shall be submitted in writing to the City's Contract Manager. This provision does not constitute agreement to mediate or arbitrate. All disputes are governed by the laws of North Carolina; venue is Cumberland County.

4.13 Notification of Legal Issues

The awarded Respondent must promptly notify the City in writing of any legal actions, investigations, bankruptcy filings, or regulatory sanctions that may affect performance. Failure to provide timely notification may result in contract termination.

SECTION 5: SCOPE OF WORK

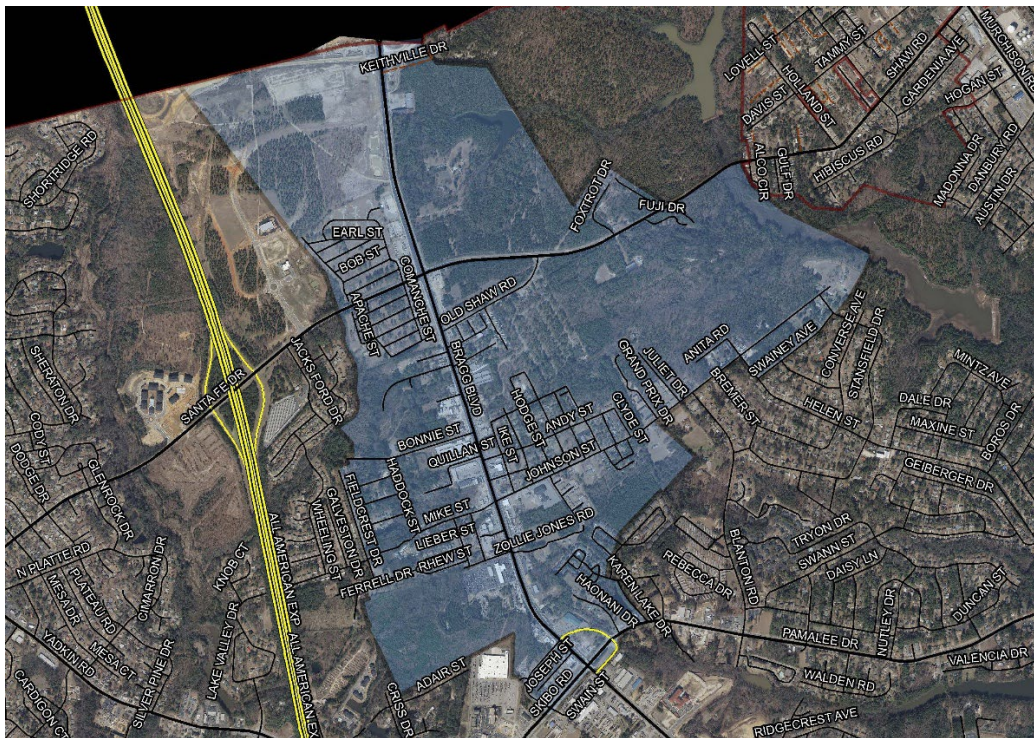
5.1 Overview

The City of Fayetteville (“City”) is seeking proposals from qualified consulting firms or multidisciplinary consultant teams to prepare a Neighborhood Redevelopment Planning and Implementation Strategy (“Plan”) for the identified study area.

The selected consultant shall provide professional planning, redevelopment, implementation strategy, market analysis, community engagement, and advisory services necessary to assist the City in establishing a clear and actionable framework for long-term neighborhood revitalization. The Plan should move beyond aspirational recommendations and provide a realistic roadmap that outlines how redevelopment can occur, identifies the barriers currently limiting reinvestment, identifies which public actions may influence outcomes, and prioritizes implementation steps to advance revitalization efforts measurably and sustainably.

The consultant team must have demonstrated experience translating redevelopment planning efforts into implemented projects, funding awards, redevelopment initiatives, public-private partnerships, policy adoption, infrastructure investments, or measurable capital reinvestment outcomes. Recommendations should distinguish between long-term aspirational concepts and redevelopment opportunities that are financially, operationally, and organizationally achievable under current or reasonably anticipated conditions.

Bonnie Doone Community



5.2 Detailed Requirements

- Project Initiation and Existing Conditions Assessment
 - Project kickoff, detailed work plan, stakeholder coordination, data collection, existing conditions assessment, redevelopment readiness review.
- Community Engagement and Stakeholder Coordination
 - Community meetings, stakeholder interviews, business and institutional outreach, engagement summary.
- Market Analysis & Redevelopment Opportunities
 - Market assessment, redevelopment barriers analysis, opportunity sites, catalytic redevelopment opportunities, feasibility considerations.
- Redevelopment Vision and Strategic Framework
 - Draft redevelopment framework, implementation priorities, funding and financing strategies, partnership opportunities.
- Implementation Strategy and Action Plan
 - Actionable implementation strategy identifying priority actions, redevelopment sequencing, responsible partners, catalytic opportunities, and realistic pathways to advance measurable neighborhood revitalization.
- Funding, Financing, and Redevelopment Tools
 - Funding opportunities, financing mechanisms, redevelopment incentives, partnership structures, and practical implementation approaches to support realistic and sustainable reinvestment.
- Performance Metrics and Final Plan

Performance measures, implementation metrics, monitoring methods, and a final implementation-oriented plan, including an executive summary and presentation, to establish a consistent basis for monitoring progress related to neighborhood revitalization over time.

5.3 Performance Standards

- The selected consultant shall perform services in a professional, timely, and coordinated manner consistent with industry standards for redevelopment planning and implementation strategy services. Performance expectations shall include, at minimum, the following:
 - Maintain regular coordination with City staff and provide ongoing project status updates throughout the contract term.
 - Meet all agreed-upon project milestones, schedule requirements, and deliverable deadlines established during project initiation unless otherwise approved by the City.
 - Provide draft and final deliverables that are clear, technically sound, implementation-oriented, and suitable for City use in redevelopment planning, funding applications, policy discussions, and public engagement efforts.
 - Demonstrate the ability to integrate market analysis, redevelopment feasibility, implementation considerations, and community input into practical and actionable recommendations.
 - Conduct meaningful stakeholder and community engagement efforts that include residents, businesses, property owners, institutions, and other identified stakeholders within the study area.
 - Identify realistic redevelopment opportunities, implementation priorities, partnership strategies, and funding or financing considerations that are financially and operationally feasible under current or reasonably anticipated market conditions.

- Provide all final documents, maps, graphics, and supporting materials in both editable and PDF electronic formats suitable for future City use.
- Respond to City requests for information, clarification, or revisions within mutually agreed-upon timeframes throughout the duration of the project.

5.4 Project Timeline

The City anticipates issuing a **Notice to Proceed on or about August 31, 2026**. The selected consultant shall complete the project within **approximately 210 calendar days** following Notice to Proceed unless otherwise approved by the City.

Respondents shall provide a proposed project schedule that includes major milestones, meetings, deliverables, review periods, and anticipated completion dates. Activities may proceed concurrently where appropriate; however, the schedule should demonstrate that the work plan, existing conditions assessment, community engagement, and market analysis inform the redevelopment vision, implementation strategy, funding recommendations, performance metrics, and final plan. At minimum, the proposed schedule should incorporate the following phases:

PHASE	ESTIMATED	MAJOR ACTIVITIES / DELIVERABLES
Phase 1 – Project Initiation & Existing Conditions Assessment	August 31 – November 29, 2026	Kickoff, work plan, data request, existing conditions review, prior plan review, redevelopment readiness assessment; Deliverables 1 and 2.
Phase 2 – Community Engagement & Stakeholder Coordination	September – December 2026	Community meetings, stakeholder interviews, business and institutional outreach, engagement themes and interim summary; Deliverable 3.
Phase 3 – Market Analysis & Redevelopment Opportunities	November 2026 – January 2027	Market assessment, redevelopment barriers analysis, opportunity sites, catalytic redevelopment opportunities, and feasibility considerations; Deliverable 4.
Phase 4 – Draft Redevelopment Vision & Strategic Framework	December 2026 – January 2027	Redevelopment vision, strategic framework, priority redevelopment and stabilization strategies, and preliminary implementation direction.
Phase 5 – Draft Implementation Strategy and Action Plan	January – February 2027	Implementation sequencing, responsible partners, short-, mid-, and long-term actions, catalytic opportunities, and draft action plan; informs Deliverable 5.
Phase 6 – Funding, Financing & Redevelopment Tools	January – February 2027	Funding opportunities, financing mechanisms, redevelopment incentives, partnership structures, and practical implementation tools to be incorporated into the draft plan; informs Deliverable 5.
Phase 7 – Performance Metrics and Final Plan	February – March 2027	Performance measures, monitoring framework, City review, revisions,

		final formatting, executive summary, presentation materials, and final plan; Deliverable 6.
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Estimated Project Completion: March 29, 2027

Respondents may propose alternative schedules were justified by methodology; however, proposed timelines should demonstrate sufficient time for meaningful community engagement, redevelopment analysis, implementation planning, City review, revisions, and preparation of a high-quality final deliverable.

5.5 City Responsibilities

The City of Fayetteville will provide reasonable support necessary to facilitate completion of the project. City responsibilities may include the following:

- Project Management Contact
 - The City will designate a Project Manager to serve as the primary point of contact for the selected consultant and to coordinate communication with relevant City departments.
- Available Data and Background Information
 - The City will provide reasonably available information related to the study area, including existing plans, studies, maps, GIS data, parcel information, zoning and land use information, available housing and infrastructure data, and documentation of prior public investments or redevelopment efforts.
- Stakeholder Identification
 - The City will assist in identifying key stakeholders, neighborhood organizations, institutional partners, public agencies, property owners, businesses, and community representatives for engagement.
- Meeting and Engagement Support
 - The City may assist with scheduling, public meeting space, meeting notices, introductions, and communication support for community and stakeholder engagement activities, when feasible.
- Review and Feedback
 - The City will review draft deliverables and provide consolidated comments within mutually agreed-upon timeframes to support timely completion of the project.
- Limitations
 - The City does not guarantee the availability of third-party data, stakeholder participation, private investment, redevelopment outcomes, funding awards, or implementation of any recommendation resulting from the Plan.

5.6 Deliverables

Deliverable 1 – Project Management and Work Plan

Due: Within 30 calendar days of Notice to Proceed – anticipated September 30, 2026.

The consultant shall submit a detailed project work plan including:

- Final project schedule and milestone timeline;
- Project management and communication protocol;
- Community engagement strategy;
- Data needs and information requests;
- Meeting schedule and anticipated deliverables.

Minimum Product: Electronic copy in PDF format.

Deliverable 2 – Existing Conditions and Redevelopment Readiness Assessment

Due: Approximately Day 60 – 90 anticipated between October 30 and November 29, 2026.

The consultant shall prepare an assessment of neighborhood conditions and redevelopment readiness, including:

- Existing land use and zoning considerations;
- Housing conditions and neighborhood market overview;
- Commercial activity and redevelopment opportunities;
- Infrastructure, mobility, and public investment conditions;
- Institutional anchors and neighborhood assets;
- Constraints and barriers affecting reinvestment;
- Review of prior plans, investments, and redevelopment efforts.

Minimum Product: Technical memorandum suitable for City review and stakeholder discussion.

Deliverable 3 – Community Engagement Summary

Due: Ongoing with summary by approximately Day 90 – 120 anticipated between November and December 31, 2026.

The consultant shall provide documentation on stakeholders and community engagement activities, including:

- Community meeting summaries;
- Stakeholder interview findings;
- Key themes, concerns, and opportunities identified;
- Summary of participation methods and outcomes.

Minimum Product: Community engagement memorandum and presentation materials.

Deliverable 4 – Market Analysis and Redevelopment Opportunity Assessment

Due: Approximately Day 120 – 150 anticipated between December and January 29, 2027.

The consultant shall provide a market-informed assessment of redevelopment potential, including:

- Opportunity sites and appropriate forms of redevelopment (e.g., rehabilitation, infill housing, mixed-use, neighborhood commercial, or catalytic investment opportunities);
- Catalytic redevelopment opportunities;
- Redevelopment feasibility considerations;
- Barriers to investment and potential mitigation strategies;
- Preliminary implementation considerations.

Minimum Product: Interim redevelopment opportunity memorandum.

Deliverable 5 – Draft Neighborhood Redevelopment Planning and Implementation Strategy

Due: Approximately Day 150 – 180 anticipated between January and February 28, 2027.

The consultant shall prepare a draft Plan that includes, at minimum:

- Redevelopment vision and strategic framework;
- Priority redevelopment and stabilization strategies;
- Implementation sequencing and responsible entities;
- Funding and financing tools;
- Public-private partnership opportunities;
- Short-term, mid-term, and long-term actions;
- Performance measures and implementation metrics.

Minimum Product: Draft Plan suitable for City review.

Deliverable 6 – Final Neighborhood Redevelopment Planning and Implementation Strategy

Due: Approximately Day 210 anticipated by March 31, 2027.

The consultant shall provide a final implementation-oriented Plan incorporating City and stakeholder feedback.

The final Plan shall include:

- Executive Summary;
- Existing Conditions Analysis;
- Community Engagement Findings;
- Market and Redevelopment Assessment;
- Redevelopment Strategies;
- Catalytic Project Opportunities;
- Implementation Action Plan;
- Funding and Financing Recommendations;
- Performance Metrics and Monitoring Framework.

Final deliverables shall be provided in:

- Editable electronic formats (Word, Excel, GIS shapefiles if applicable, PowerPoint, and Adobe InDesign or equivalent source files where applicable);
- PDF format;
- Print-ready format suitable for public distribution and City use.

5.7 Submittal Requirements

- **Cover Letter** – firm overview and expression of interest in serving the City of Fayetteville
- **Project Team** – resumes for key personnel including Project Manager; qualifications; roles on similar projects
- **Technical Approach** – methodology, tools, and work plan
- **Schedule** – proposed project timeline with milestones
- **Budget** – itemized, not-to-exceed cost proposal
- **References** – three (3) local government or public-sector references for similar work (preferably NC municipalities or counties)
- **Fee Schedule** – hourly rates and total proposed cost

SECTION 6: RESPONDENT INFORMATION SHEET

Company / Firm Name	
Owner of Company	
Federal Tax ID / EIN	
NC Secretary of State Registration No.	
NC Contractor License No. (if applicable)	
Years in Business	
Number of Full-Time Employees	
Primary Contact for this Proposal	
Contact Title	
Contact Phone Number	
Contact Email Address	
Mailing Address	
Is firm NC-certified HUB / MBE / WBE?	☐ Yes ☐ No
Will subcontractors be used?	☐ Yes ☐ No
E-Verify Employer Identification No. (if applicable)	

SECTION 7: PROPOSAL RESPONSE FORM

The undersigned proposes and agrees that, if this proposal is accepted, to enter into a contract with the City of Fayetteville, North Carolina for the furnishing of all services and/or goods necessary to fulfill the Scope of Work in full accordance with all specifications and contract documents, to the entire satisfaction of the City, at the prices stated below. Pursuant to N.C.G.S. 143-54, under penalty of perjury, the signer certifies this proposal has not been arrived at collusively or in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

TOTAL PROPOSED FIXED COST: \$ _____

A detailed schedule of fees must also be attached.

Certification:

I certify that the information provided is accurate and that the company agrees to all terms and conditions of the RFP and Scope of Work.

Authorized Representative Name	
Title	
Signature	
Date	
Company Name	
Federal Tax ID	

** Sum quoted includes all applicable taxes, bonds, permits, licenses, insurance costs, if any, and all other costs incidental to the resulting contract.*

ATTACHMENT A: FINANCIAL / PRICING PROPOSAL

Respondent: _____

RFP No.: _____ Date: _____

Complete and return this pricing form. All costs must be itemized. Prices include all labor, materials, overhead, and other costs. The sum quoted constitutes the total not-to-exceed amount.

#	Description of Services / Deliverables	Unit / Frequency	Proposed Price (\$)
1	Description	Unit	\$
2	Description	Unit	\$
3	Description	Unit	\$
TOTAL NOT-TO-EXCEED AMOUNT			\$

Optional: Attach a complete, itemized Fee Schedule or Rate Sheet as a supplement to this form.

Hourly Rate (if applicable): \$_____ per hour

ATTACHMENT B: REFERENCES FORM

Respondent: _____

Provide at least three (3) references from clients for whom your firm has provided services of similar size and scope within the last five (5) years. At least one reference should be a North Carolina municipality, county, or public agency. References shall not be from the City of Fayetteville or from the same company as the Respondent.

Company / Organization	Contact Name	Phone	Email

Reference 1 – Nature of Work / Services Provided:

Contract Start Date: _____ Contract End Date: _____

Reference 2 – Nature of Work / Services Provided:

Contract Start Date: _____ Contract End Date: _____

Reference 3 – Nature of Work / Services Provided:

Contract Start Date: _____ Contract End Date: _____

ATTACHMENT C: SMALL BUSINESS PARTICIPATION (SDBE & HUB PROGRAMS)

Respondent: _____

REGULATORY CONTEXT — CURRENT FRAMEWORK (2026)

City SDBE Program: The City of Fayetteville's Small Disadvantaged Business Enterprise (SDBE) Program applies to all construction, procurement, and professional services involving the expenditure of City funds. Participation requirements and goals are set on a project-by-project basis.

NC HUB Program (G.S. 143B-1361, G.S. 143-48): State law encourages participation by Historically Underutilized Businesses in procurements involving State or local funds. Reporting is required for applicable contract thresholds.

For locally-funded City contracts, the SDBE and HUB programs remain in effect. Race- and gender-based goals or preferences are not used in this solicitation. Participation language is framed around economic disadvantage, small business size, and local presence. If federal funds are involved, consult City Legal before issuing.

C.1 City of Fayetteville SDBE Program

The City of Fayetteville is committed to broadening economic opportunity by encouraging the participation of Small Disadvantaged Business Enterprises (SDBEs) in City-funded contracts. The SDBE Program applies to this solicitation.

SDBE Definition: A business concern that is (1) small as defined by applicable SBA size standards or City thresholds for the relevant NAICS code, and (2) owned and controlled by individuals who have experienced economic disadvantage that has limited their ability to compete in the marketplace. Economic disadvantage may result from long-term residence in an area of low economic activity, limited access to capital or credit markets, limited business development experience, or other documented economic barriers — without regard to race, gender, or ethnicity.

SDBE Participation Goal for this Solicitation: 10% of the total contract value. (Set by the Procurement Officer based on project type and available SDBE capacity.)

Good Faith Efforts: Respondents are expected to make good-faith efforts to identify and engage SDBE-certified firms as subcontractors, subconsultants, or suppliers. Document efforts including: solicitation of SDBE firms, responses received, and the basis for any selection or rejection of SDBE quotes.

To search for certified SDBE firms, contact the City of Fayetteville Purchasing Division or visit: www.fayettevillenc.gov/purchasing.

PART I — SDBE Certification Status

Is your firm a City of Fayetteville certified SDBE? ☐ Yes ☐ No

If YES, provide SDBE Certificate No.: _____

If NO, are you interested in SDBE certification? ☐ Yes ☐ No

PART II — SDBE Subcontractor / Supplier Utilization

Will you use SDBE-certified firms for any portion of this contract? ☐ Yes ☐ No

If YES, complete the table below:

Company Name	NAICS Code	Contact	Phone / Email	SDBE Cert.?	% of Contract

SDBE Participation Amount: \$_____ Percentage of Total Contract: _____%

C.2 NC HUB Participation Requirement

Pursuant to N.C.G.S. 143-48 and the State of North Carolina's policy to promote participation by Historically Underutilized Businesses (HUBs), Offerors responding to this RFP are **required** to make a good-faith effort to achieve a minimum of **10% HUB participation** in the performance of the resulting Contract.

Offerors shall identify anticipated HUB subcontractors, suppliers, or service providers and describe how the 10% requirement will be met. Documentation of outreach and good-faith efforts must be provided upon request.

Failure to demonstrate a clear plan to meet the 10% HUB participation requirement, or failure to provide evidence of good-faith efforts, may be considered by the Agency during evaluation and may impact the determination of responsiveness.

The Agency reserves the right to request additional supporting documentation from the Offeror prior to award.

Is your firm a NC-certified HUB entity? ☐ Yes ☐ No

If YES, provide HUB Vendor #: _____

If NO, does your firm qualify for HUB certification? ☐ Yes ☐ No

NC Office of Historically Underutilized Businesses: 984-236-0130 | huboffice.doa@doa.nc.gov

C.3 Federal DEI Compliance Certification (Federal Contractors Only)

Complete this section ONLY if your firm holds or has held a federal government contract or subcontract within the past three (3) years (EO 14173; EO 14398, effective April 25, 2026).

The undersigned certifies that, in connection with the performance of any work under this agreement, the firm will not engage in “racially discriminatory DEI activities” as defined by Executive Order 14398 (March 26, 2026).

Applies to this firm? ☐ Yes ☐ No ☐ N/A (Not a federal contractor)

Authorized Signature: _____ Date: _____

Printed Name & Title: _____

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____ Vendor Name: _____

The undersigned hereby certifies that: **[Check all applicable boxes]**

☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within the past 18 months, explain below.)

☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the IRS or any other government entity.

☐ The Vendor is current in all amounts due for federal and state taxes and required employment-related contributions and withholdings.

☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☐ The Vendor has not been the subject of any past or current litigation or noncompliance findings that may impact its ability to fulfill this contract.

☐ The undersigned is authorized to make the foregoing statements on behalf of the Vendor.

If any box is NOT checked, Vendor must explain below. Failure to provide an explanation may result in a non-responsive determination.

Explanation:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

This certification is a continuing obligation. Notify the City within 30 days of any material change.

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____ Vendor Name: _____

In accordance with N.C.G.S. 143-59.4, the Vendor shall detail where performance will occur and how it intends to utilize workers outside the United States.

1. Will any work under this contract be performed outside the United States? ☐ Yes ☐ No

If YES:

a) List locations outside the U.S.: _____

b) Describe how those workers/resources will be utilized: _____

2. Where within the United States will work be performed?

Note: The City will evaluate risks associated with offshore performance. Vendors must notify the City in writing of any relocation of workers outside the U.S. during the contract term.

ATTACHMENT F: NON-COLLUSION CERTIFICATION

Solicitation #: _____ **Vendor Name:** _____

The undersigned certifies, pursuant to N.C.G.S. 143-54 and under penalty of perjury, that this proposal has been submitted competitively and without collusion with any other Respondent; that none of its officers, directors, or owners has been convicted of violations of Chapter 78A of the NC General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934; and that it is not an ineligible Vendor as defined in G.S. 143-59.1.

Furthermore, the undersigned certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned certifies that it and all subcontractors comply with Article 2 of Chapter 64 of the NC General Statutes, including the E-Verify requirement for employers with more than 25 employees in North Carolina.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

ATTACHMENT H: PENDING LITIGATION & LEGAL PROCEEDINGS DISCLOSURE

Solicitation #: _____ Vendor Name: _____

The City of Fayetteville requires Respondents to disclose any pending or recent legal proceedings that may affect their ability to perform under this contract, their financial condition, or their standing as a responsible vendor. Failure to disclose required information may result in a determination of non-responsibility and rejection of the proposal.

Instructions: Answer each question. If YES, provide full details on a separate sheet and attach to this form.

1. Pending Lawsuits or Legal Claims

Is your firm currently a party to any lawsuit, arbitration, administrative proceeding, or other legal claim — whether as plaintiff, defendant, or third party — that relates to the performance of a contract, professional services, fraud, misrepresentation, breach of contract, or regulatory compliance?

☐ Yes ☐ No

If YES, describe each matter (case name, jurisdiction, nature of claim, and current status):

2. Judgments or Settlements Within the Past Five (5) Years

Has your firm had any civil judgment entered against it, or entered into any settlement agreement, in connection with a contract for services or goods substantially similar to those described in this RFP?

☐ Yes ☐ No

If YES, describe each matter (parties, amount, date, and nature of claim):

3. Regulatory Actions or Government Investigations

Is your firm currently under investigation by, or the subject of a formal complaint filed with, any federal, state, or local regulatory agency or licensing authority? Has any such investigation resulted in a finding, fine, suspension, or consent order within the past five (5) years?

☐ Yes ☐ No

If YES, describe each matter (agency, nature of investigation or finding, date, and outcome):

4. Contract Terminations for Default or Cause

Has any government agency or private party terminated a contract with your firm for default or cause within the past five (5) years?

☐ Yes ☐ No

If YES, describe each instance (contracting party, contract subject, date, and reason for termination):

5. Bankruptcy or Insolvency Proceedings

Has your firm filed for bankruptcy, been declared insolvent, had a receiver appointed, or entered into any assignment for the benefit of creditors within the past seven (7) years, or is any such proceeding currently pending?

☐ Yes ☐ No

If YES, provide details (type of proceeding, date filed, current status, and case number):

6. Debarment or Suspension

Is your firm, or any principal, officer, or director of your firm, currently debarred, suspended, or otherwise excluded from participation in any federal, state, or local government contract or procurement program?

☐ Yes ☐ No

If YES, identify the debarring/suspending agency, the effective dates, and the basis for debarment or suspension:

Continuing Obligation: The disclosures made on this form are continuing representations. If any matter arises or materially changes after submission and prior to contract expiration, the Vendor must notify the City's Purchasing Manager in writing within **ten (10) business days** of the change.

Certification: I certify under penalty of perjury that the foregoing answers are true and complete to the best of my knowledge and belief, and that I am authorized to make this certification on behalf of the Respondent.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company Name:

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING SERVICES BETWEEN

CITY OF FAYETTEVILLE
FAYETTEVILLE, NORTH CAROLINA

AND

CONSULTANT

APRIL _____, 2025

DRAFT

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTING SERVICES**

THIS AGREEMENT, effective the day __ of ____, 2025 by and between **THE CITY OF FAYETTEVILLE, NORTH CAROLINA** (hereinafter referred to as **CITY**), with principal business offices at Fayetteville, North Carolina, and **CONSULTANT** (hereinafter referred to as **CONSULTANT**), **ADDRESS**

W I T N E S S E T H:

WHEREAS, CITY, is engaged in the operation and maintenance of facilities and services which from time to time require revision, renovation and extension of existing facilities, and the construction of new facilities and other related projects; and

WHEREAS, the professional services of engineers, architects, surveyors and others will from time to time in the future be needed by the **CITY** in the renovation of existing facilities, and in the construction of new facilities and other related projects; and

WHEREAS, pursuant to N.C.G.S. § 143-64.31 it is the public policy of this State that municipalities announce all requirements for architectural, engineering and surveying services, to select firms qualified on the basis of demonstrated competence and qualification and to negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, CONSULTANT provides professional **TYPE** consulting services of the nature required by the **CITY** and employs trained and experienced engineering, technical and/or other personnel possessing adequate knowledge, skills and experience to provide professional services to the **CITY**; and

WHEREAS, the parties contemplate that the on-call services of **CONSULTANT** will be performed on an as needed basis, in various stages in accordance with separate authorizations to be issued by **CITY**, and the parties desire to set forth the basic terms of their agreement in this Professional Services Agreement rather than in separate authorizations to be issued by **CITY**.

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the parties hereto do hereby contract and agree as follows:

ARTICLE 1. TERM OF AGREEMENT. The term of this Professional Services Agreement for Consulting Services shall be for three (3) years from the date it is effective. The Agreement may be extended thereafter by mutual written agreement of the parties.

1.1. ASSIGNMENT. It is the intent of this Professional Services Agreement to secure the professional **TYPE** services of **CONSULTANT** and failure of **CONSULTANT** for any reason to make the professional engineering services available to the **CITY** for the purposes described in this Professional Services Agreement shall be cause for termination of this Agreement. **CONSULTANT** shall not assign this Agreement without prior written consent of the **CITY**. Nothing contained in this paragraph shall prevent **CONSULTANT** from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist **CONSULTANT** in the performance of services rendered.

ARTICLE 2. COMPENSATION. **CONSULTANT** shall submit to **CITY** monthly invoices for services performed and accepted during that month. **CITY** agrees to pay **CONSULTANT**'s monthly invoice within thirty (30) days after said invoice is received by the **CITY**. Adjustments to an invoice for billing errors may extend the time for payment. For clarity, compensation to **CONSULTANT** shall be based upon task and/or work authorizations that are provided to and agreed upon by the **CITY**. The signing of this Professional Services Agreement does not bind or obligate the **CITY** to pay **CONSULTANT** any compensation.

2.1. VERIFICATION OF INVOICES. **CITY** has the right to require the **CONSULTANT** to produce for inspection all **CONSULTANT**'s time records, salaries of personnel and charges for direct expenses for which cost-plus compensation is provided. **CONSULTANT** agrees to provide **CITY** with said records on a timely basis and cooperate with **CITY** to verify the accuracy of all invoices.

2.2. 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**.

ARTICLE 3. PROFESSIONAL STANDARDS AND DUTIES OF CONSULTANT. **CONSULTANT** shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for **CITY** as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Cumberland County, North Carolina. **CONSULTANT** warrants that the professional engineering services completed for **CITY** under this Agreement shall be performed utilizing the degree of care and skill exercised by diligent and prudent members of the same profession performing similar services on a national basis. **CONSULTANT** agrees that the professional engineering services performed shall be in a safe and workmanlike manner in compliance with all applicable laws, ordinances and regulations or rules. All professional engineering services provided by the **CONSULTANT** which are, or must be, performed by licensed professionals, will be performed by such professionals licensed by the State of North Carolina.

3.1. CONSULTANT NOT RESPONSIBLE FOR CONSTRUCTION MEANS OR SAFETY. Notwithstanding anything to the contrary: **CONSULTANT** for general construction projects shall not be responsible for any general contractor's or other project participant's failure to fulfill their contractual responsibilities to the **CITY**, nor shall **CONSULTANT** be responsible for construction means, methods, techniques, sequences, or procedures. Neither shall **CONSULTANT** be responsible for a project safety program or safety precautions unless **CONSULTANT** sets forth a safety program which is accepted by **CITY** and becomes a part of the agreement between the parties.

3.2. CONSULTANT AS CONSTRUCTION MANAGER. In the event the **CITY** contracts with the **CONSULTANT** to provide Construction Management Services, but subject to Article 4.1, the **CONSULTANT** shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with the plans and specifications. In no event shall **CONSULTANT** be responsible for any contractor's, subcontractor's, vendor's, or other project participant's failure to comply with federal, state or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards unless it has contracted with the **CITY** to do so.

ARTICLE 4. ESTIMATES OF COST AND TIME. Although **CONSULTANT** has no control over the cost of labor, materials, equipment or services furnished by others, or over contractor's, subcontractor's, or vendor's methods of determining prices, or over competitive bidding or market conditions, nevertheless **CONSULTANT's** cost estimates and time estimates shall be made on the basis of current labor and material prices and the **CONSULTANT's** experience and qualifications, and **CONSULTANT's** estimates shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). Although **CONSULTANT** has no control over the resources provided by contractors to meet contract schedules, nevertheless **CONSULTANT's** estimates or forecast of schedules shall be provided consistent with the standards set out in Article 3 (*Professional Standards and Duties of Consultant*). **CONSULTANT** does not guarantee that project costs and schedules will not vary from the estimates and schedules given to **CITY**.

ARTICLE 5. LIABILITY, INDEMNIFICATION AND INSURANCE.

5.1. 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.

5.2 INDEMNITY & PROFESSIONAL LIABILITY INSURANCE. To the extent permitted by law, **CONSULTANT** agrees to 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 to the extent caused by any negligent or tortious 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 respect 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.

5.3 INDEMNITY & GENERAL LIABILITY INSURANCE. **CONSULTANT** agrees to 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 ("CGL") 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.

5.4. 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:

- Worker's Compensation Insurance as required by North Carolina law and said policy shall also afford coverage to **CONSULTANT** for employer's liability.
- Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- The CGL policy required above shall include independent contractor liability coverage.
- 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 the **CONSULTANT** under the terms of this Agreement.

5.5. CERTIFICATES OF INSURANCE. **CONSULTANT** shall provide to **CITY**, within a reasonable time after request, certificates from the insurer(s) indicating the amount of insurance coverage, the nature of such coverage, and the expiration date of the policy for each of the insurance coverage requirements contained in Article 5.

ARTICLE 6. 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 at all times. **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 7. COMPLIANCE WITH LAWS. **CONSULTANT** agrees that in performing services pursuant to this Agreement to comply with all applicable regulatory requirements including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards. **CONSULTANT** shall be responsible for procuring all permits, certificates, and licenses necessary to allow **CONSULTANT** to perform services under this Agreement. **CONSULTANT** shall not be responsible for procuring permits required for the construction of any building, unless such responsibility is specifically agreed to by **CONSULTANT**.

ARTICLE 8. CITY'S RESPONSIBILITIES. **CITY** will furnish to **CONSULTANT** all of **CITY'S** requirements for the project, including, but not limited to, scope of work, program, time constraints, schedule milestones, financial constraints, design objectives and design constraints, which are available to the **CITY** or which the **CITY** can reasonably obtain to furnish to **CONSULTANT** to enable **CONSULTANT** to respond to **CITY**. Additionally, the **CITY** shall also be responsible for the following:

- Make final decisions utilizing information supplied by **CONSULTANT**.
- Designate personnel to represent **CITY** in matters involving the relationship between **CITY**, **CONSULTANT** and third parties.
- Provide such accounting, independent cost estimating, and insurance counseling services as may be required by the project.
- Provide such legal services as **CITY** may require or **CONSULTANT** may reasonably request with regard to legal issues pertaining to the project, including those which may be raised by contractors, subcontractors, vendors or other project participants.
- Enter into contracts for the purchase, construction, or other services with contractors, subcontractors, and vendors.
- Provide financing for the project and make all payments in accordance with the terms of the contract.

ARTICLE 9. TERMINATION OF CONTRACT FOR CAUSE. In the event of substantial failure by **CONSULTANT** to perform in accordance with the terms of this contract, the **CITY** shall have the right to terminate **CONSULTANT** upon ten (10) calendar days' written notice in which event **CONSULTANT** 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. **CONSULTANT** shall provide the **CITY** all reports, surveys or other related documents upon the **CITY's** request.

ARTICLE 10. TERMINATION OF CONTRACT FOR CONVENIENCE. Upon thirty (30) calendar days' written notice to **CONSULTANT**, **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 executed in accordance with this Agreement prior to the effective date 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 thirty (30) days after the written notice is sent by the **CITY**. Upon request by the **CITY**, **CONSULTANT** shall provide to the **CITY** all reports, surveys or other related documents upon the **CITY's** request and at the **CITY's** cost. **CONSULTANT** has no liability for **CITY's** use of incomplete reports, surveys or related documents.

ARTICLE 11. NONDISCLOSURE OF PROPRIETARY INFORMATION; OWNERSHIP.

11.1 NONDISCLOSURE. **CONSULTANT** shall consider all information provided by **CITY** and all drawings, reports, studies, calculations, plans, specifications, and other documents resulting from the **CONSULTANT'S** performance of the services to be proprietary, unless such information is available from public sources. **CONSULTANT** shall not publish or disclose proprietary information for any purposes other than the performance of the services without the prior written authorization of **CITY**. **CONSULTANT** shall not make any written or verbal statement to any press or news media concerning the Project without the written authorization of **CITY**.

11.2 OWNERSHIP OF DOCUMENTS. All documents, including drawings and specifications prepared by **CONSULTANT** pursuant to this **AGREEMENT**, are instruments of service in respect of the Project and are owned by **CONSULTANT**. They are not intended or represented to be suitable for reuse by **CITY** or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by **CONSULTANT** for the specific purpose intended will be at **CITY's** sole risk and without liability to **CONSULTANT**. Any such verification or adaptation will entitle **CONSULTANT** to further compensation at rates to be agreed upon by **CITY** and **CONSULTANT**. Such documents shall be kept confidential by **CITY**.

ARTICLE 12. NOTICE. Any formal notice, demand, or request required by or made in connection with this agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CITY: **CITY OF FAYETTEVILLE**
ATTENTION: CITY'S CONTACT NAME HERE
CITY'S CONTACT TITLE HERE
433 HAY STREET
FAYETTEVILLE, NORTH CAROLINA 28301

TO CONSULTANT: **CONSULTANT**

ATTENTION: CONSULTANT'S CONTACT NAME HERE

[CONSULTANT'S CONTACT TITLE HERE]

ADDRESS

CITY, STATE ZIP

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of **CONSULTANT** and **CITY**.

ARTICLE 13. FORCE MAJEURE. Neither party shall be deemed to be in default of its obligations hereunder or responsible for any delay or failure of performance 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.

ARTICLE 14. 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.

14.1. STATUTE OF LIMITATIONS. No action, regardless of form, arising out of this Agreement may be brought by either party after the applicable statute of limitations giving rise to the alleged cause of action.

ARTICLE 15. MISCELLANEOUS.

15.1. NONWAIVER FOR BREACH. No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

15.2. PRECEDENCE. In the event of any conflict or discrepancy between the terms of this Agreement and the specific written authorization to proceed pursuant to this Agreement, then the written authorization to proceed shall be given precedence over this Agreement in resolving such conflicts or discrepancies. If any conflict or discrepancy is discovered by either party hereto, then the written authorization to proceed, or this Agreement, shall be modified or amended, as necessary.

15.3. 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.

ARTICLE 16. INTEGRATED AGREEMENT. The **CITY**'s authorization to proceed and this Professional Services Agreement for Consulting Services shall be integrated into and shall become the integrated agreement between the parties. **CONSULTANT** and **CITY** agree

that all prior negotiations, representations, letters, agreements, understandings, or other communications between them, whether written or oral, are hereby merged into the Agreement and that the Agreement supersedes all such prior negotiations, contracts and/or agreements. This Agreement shall not be modified unless such modifications are evidenced in writing, signed by both **CONSULTANT** and **CITY**.

ARTICLE 17. BENEFITS LIMITED TO PARTIES. Nothing herein shall be construed to give any right or benefits hereunder to anyone other than **CITY** and **CONSULTANT**.

ARTICLE 18. VENUE AND 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.

ARTICLE 19. 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.

ARTICLE 20. 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**.

ARTICLE 21. PROTEST OF PROCUREMENT. 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 two (2) calendar days of bid award. Responses will be in writing by email and first-class mail not later than seven (7) calendar days following receipt of said protest by the Purchasing Manager.

ARTICLE 22. 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 valid claim, brought by a third party, 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.

ARTICLE 23. 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.

ARTICLE 24. 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.

ARTICLE 25. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

ATTEST:

CITY OF FAYETTEVILLE

JENNIFER L. AYRE
City Clerk

Dr. Douglas J. Hewett, ICMA-CM
City Manager

DATE: _____

CONSULTANT

BY: _____

TITLE: _____

DATE: _____

SIGNATURE _____

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

CONFLICT OF INTEREST DISCLOSURE AND CERTIFICATION

State- or Locally-Funded Contract or Subaward (Non-Federal)

Attachment – I: to the Agreement

This form must be completed, executed, and submitted by the Contracting Party as a condition of award and prior to execution of the Agreement. It implements the conflict-of-interest requirements that apply to contracts and subawards of the City of Fayetteville (the “City”) funded with State or local funds. “Contracting Party” means the contractor, vendor, subrecipient, or subgrantee identified below. The Contracting Party must update this form in writing during the term of the Agreement if any of the information below changes.

I. Governing Authorities

This certification is required under, and must be read consistent with, the following authorities:

- **N.C. Gen. Stat. § 14-234** — no public officer or employee involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract, and none may solicit or receive anything of value in exchange for influencing the award of a contract;
- **N.C. Gen. Stat. § 14-234.1** — prohibition on the misuse of confidential information acquired through a public position for pecuniary gain;
- **N.C. Gen. Stat. § 14-234.3** — prohibition on a local public official participating in making or administering a contract (including a grant) with a nonprofit with which the official is associated as a director, officer, or governing board member;
- **N.C. Gen. Stat. § 133-32** — prohibition on a contractor, subcontractor, or supplier giving gifts or favors to any officer or employee of a governmental agency charged with preparing plans, specifications, or estimates for, or awarding or administering, public contracts; and
- **N.C. Gen. Stat. § 160A-75** — restrictions on a city council member voting on matters involving the member’s financial interest or barred under § 14-234.

II. Contracting Party Information

Contracting Party legal name	Type (contractor / vendor / subrecipient)
Street address	City / State / ZIP
Authorized representative (name)	Title
Project / activity	Funding source (State / local)

III. Definition of “Covered Person”

For purposes of this form, a “covered person” means any officer, director, trustee, governing board member, employee, agent, or consultant of the Contracting Party, and any elected or appointed official or employee of the City who is involved in making or administering this Agreement. A person is “involved in making” a contract if the person participates in developing specifications or terms or in preparing or awarding the contract, or if a board of which the person is a member takes action on the contract. References to a covered person’s interests include

the interests of that person's spouse and immediate family, that person's partner, those with whom the person has business ties, and any organization that employs or is about to employ any of them or in which any of them has more than a ten percent (10%) ownership or other interest.

IV. Conflict-of-Interest Disclosure

Answer each question below for the Contracting Party and all covered persons. For every "Yes," attach a separate signed sheet describing the persons involved, the nature of the interest or relationship, the affected contract or activity, and any steps taken to address it.

1. Is any elected or appointed official, officer, or employee of the City who is involved in making or administering this Agreement also an officer, director, governing board member, employee, agent, or owner of the Contracting Party, or a member of the immediate family of such an official or employee? (N.C. Gen. Stat. § 14-234) ☐ Yes ☐ No
2. If the Contracting Party is a nonprofit corporation, is any elected or appointed official, officer, or employee of the City a director, officer, or governing board member of the Contracting Party? (N.C. Gen. Stat. § 14-234.3) ☐ Yes ☐ No
3. Will any public officer or employee of the City, or his or her spouse, derive a direct benefit from this Agreement — that is, have more than a 10% ownership or other interest in a party to it, derive any income or commission directly from it, or acquire property under it? (N.C. Gen. Stat. § 14-234(a)(4)) ☐ Yes ☐ No
4. Has the Contracting Party, or any subcontractor, supplier, or covered person, made any gift or given any favor to an officer or employee of the City charged with preparing plans, specifications, or estimates for, or awarding or administering, this or any other City contract? (N.C. Gen. Stat. § 133-32) ☐ Yes ☐ No
5. Has any covered person solicited or received any gift, favor, reward, service, or promise of reward (including a promise of future employment) in exchange for influencing the award of this Agreement, or used confidential information acquired through a public position for pecuniary gain? (N.C. Gen. Stat. §§ 14-234(a)(3), 14-234.1) ☐ Yes ☐ No
6. Is there any other actual, apparent, or potential conflict of interest relating to this Agreement or the funded activity? ☐ Yes ☐ No

If additional space is needed, attach explanation(s):

V. Required Attachment

The Contracting Party must attach a copy of its adopted written conflict-of-interest or code-of-conduct policy, including any provisions for disciplinary action.

☐ Written conflict-of-interest / code-of-conduct policy attached.

VI. Certifications

The undersigned, being duly authorized to act on behalf of the Contracting Party, certifies that:

- (a) no public officer or employee of the City involved in making or administering this Agreement will derive a prohibited direct benefit from it, and no such person has solicited or received anything of value in exchange for influencing its award, in violation of N.C. Gen. Stat. § 14-234;
- (b) to the extent the Contracting Party is a nonprofit corporation, it will comply with N.C. Gen. Stat. § 14-234.3, and understands that a contract entered into in violation of that section is void and that a knowing violation is a Class 1 misdemeanor;
- (c) neither the Contracting Party nor any subcontractor, supplier, or covered person has made or will make any gift or favor prohibited by N.C. Gen. Stat. § 133-32 to any officer or employee of the City charged with preparing specifications for, or awarding or administering, public contracts;
- (d) no covered person has used or will use confidential information acquired through a public position for pecuniary gain, in violation of N.C. Gen. Stat. § 14-234.1;
- (e) the disclosures in Part IV are true, accurate, and complete, and the Contracting Party will notify the City in writing within ten (10) days of any actual, apparent, or potential conflict of interest arising during the term of this Agreement; and
- (f) the Contracting Party will comply with any applicable conflict-of-interest or ethics policy adopted by the City, and understands that any reliance on a statutory exception (including recusal recorded with the City Clerk under § 14-234.3) must be approved in advance by the City Attorney and documented.

VII. Execution

The undersigned declares under penalty of law that the foregoing is true and correct.

Signature of authorized representative	Date
Printed name	Title

ACKNOWLEDGMENT

State of North Carolina

County of _____

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document:

_____.

Date: _____

 Notary Public

My commission expires: _____ (Official Seal)