



CITY OF FAYETTEVILLE, NORTH CAROLINA
REQUEST FOR PROPOSALS

Personnel File Digitization Services

RFP No. COF1517003

DATE ISSUED: June 9, 2026

PROPOSALS DUE: July 23, 2026 at 2:00 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:

FAYETTEVILLE<sup>N
C</sup>
AMERICA'S CAN DO CITY

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.

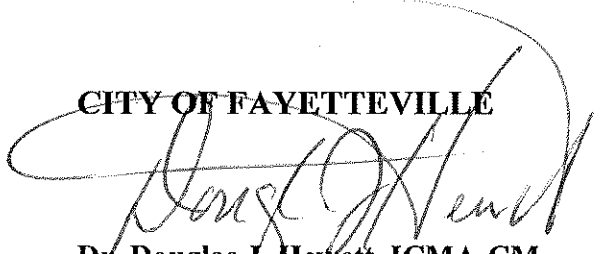
Equal Opportunity for All

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., Thursday, July 23, 2026**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

PERSONNEL FILE DIGITIZATION SERVICES

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

The bid opening will be held at **2:00 p.m. on Thursday, July 23, 2026**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled “**PERSONNEL FILE DIGITIZATION SERVICES**”.

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

The advertisement for this RFP was published at least seven (7) full days before the bid opening date in a newspaper of general circulation and/or electronically in accordance with G.S. 143-129(b).

The City reserves the right to reject any or all bids and to waive all informalities, taking into consideration quality, performance, and the time specified in the proposals for performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO — Purchasing Manager

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 provide offsite digitization of personnel records, including employee files, and medical records. The resulting contract is expected to provide all labor, materials, transportation, scanning, indexing, quality control, and secure destruction services necessary to convert physical records into fully searchable digital files.

The project is estimated to include approximately 300 bankers' boxes sized 16.5"L x 12.75"W x 10.38"H and is expected to be completed within 3 months.

The resulting contract is expected to securely collect, digitize, index, and quality-check approximately 300 bankers' boxes of personnel and medical records, delivering fully searchable (OCR-enabled) PDF files into the City's Laserfiche system with required metadata and maintaining strict chain-of-custody and compliance with all applicable laws. Final deliverables also include secure storage and authorized destruction of originals, along with reporting, QC validation, and preservation copies for permanent records where required. 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 initiating this procurement to modernize and securely convert legacy paper personnel and medical files into a digital format to improve accessibility, storage efficiency, and compliance with records management requirements. The digitized records will be used within the City's Laserfiche system for daily HR operations, auditing, and long-term records retention. This effort supports improved document retrieval, enhanced data security, and reduced physical storage needs. Prior contracts for similar services may have been used on a limited or project basis, but this initiative represents a comprehensive, large-scale digitization effort for the City's personnel records.

1.3 RFP Schedule

Action / Event	Responsibility	Date / Time
Deadline for Written Questions	Respondents	Tuesday, June 23, 2026 by 5:00 p.m.
City Response to Questions / Addendum Posted	City of Fayetteville	Friday, June 27, 2026 by 5:00 p.m.
Proposal Submission Deadline	Respondents	Thursday, July 23, 2026 by 2:00 p.m.
Evaluation Period	City of Fayetteville	TBD
Oral Interviews (if applicable)	Shortlisted Respondents	TBD

Anticipated Award / Council Approval	City of Fayetteville	TBD
Contract Execution	City of Fayetteville	TBD
Notice to Proceed	City of Fayetteville	TBD

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

1.4 Vendor Registration

All vendors wishing to do business with the City of Fayetteville must register 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.COF1517003 – PERSONNEL FILE DIGITIZATION SERVICES”

Each respondent must provide:

- **Three (3) signed hard copies** of the complete proposal (original + two copies), AND
- **One (1) 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. G.S. 143-129(b) requires that bids be sealed; opening a sealed bid prior to the time set for opening constitutes a Class 1 misdemeanor.

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:

1. **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.
2. **Title Page** – company name, address, phone number, authorized representative name and title, and RFP number.
3. **Table of Contents**
4. **Technical Proposal** – addressing the full Scope of Work (Section 5) and all specification requirements.
5. **Qualifications & Experience** – firm overview, relevant project history, key personnel résumés, and organizational chart.
6. **Project Schedule / Timeline** – proposed milestone schedule from Notice to Proceed through project closeout.
7. **Signed Proposal Response Form** – Section 7, fully completed and executed by an authorized representative.

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

8. **Attachment A** – Financial / Pricing Proposal
9. **Attachment B** – References Form (three references required)

10. **Attachment C** – Small Business Participation — SDBE & HUB Programs
11. **Attachment D** – Certification of Financial Condition
12. **Attachment E** – Location of Workers Utilized by Vendor
13. **Attachment F** – Non-Collusion Certification
14. **Attachment G** – Debarment, Suspension & Responsibility Certification
15. **Attachment H** – Pending Litigation & Legal Proceedings Disclosure
16. **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, in accordance with N.C.G.S. 143-129.1.

2.6 Public Records

All materials submitted become public records subject to the North Carolina Public Records Law (G.S. Chapter 132) upon contract award, except for information properly designated as a trade secret under G.S. 66-152 or otherwise exempt under G.S. 132-1.2.

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 / E&O:** \$1,000,000 coverage for each claim with a general aggregate of \$2,000,000
- **Automobile Liability:** \$1,000,000 combined single limit (if applicable)

The City of Fayetteville must be named as Additional Insured on all applicable policies. Certificates must include 30 days' prior written notice of cancellation. Insurers must be rated "A" or better by A.M. Best.

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.
- **Negotiate contract terms** with the highest-ranked Respondent (professional services) or the lowest responsive, responsible bidder (goods/construction) prior to execution.
- **Re-advertise this solicitation** if fewer than three responsive proposals are received or if no proposal is deemed in the best interest of 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

Option B language: This solicitation will be awarded on a **best overall value** basis. Award will be made to the responsive, responsible Respondent whose proposal, conforming to this RFP, is determined to represent the best overall value to the City of Fayetteville, considering price and all other evaluation factors described in Section 3.2. The City is not obligated to award to the lowest-priced Respondent.

All proposals must be responsive to the requirements of this RFP and submitted by a responsible Respondent. A responsive proposal substantially conforms to all material terms, conditions, and specifications of this RFP. A responsible Respondent has the capability, integrity, and reliability to perform the contract requirements. The City reserves the right to make a determination of non-responsiveness or non-responsibility at any time during the evaluation process.

Award of a contract is subject to approval by the City Manager and/or the Fayetteville City Council as required. No contract shall be binding until a formal written agreement is fully executed by both parties.

3.2 Responsibility Criteria / Evaluation Factors

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

Criterion	Weight (Option B)
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

1. All proposals received by the deadline will be logged and time-stamped.
2. An evaluation committee will review proposals against the published criteria.
3. 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.
4. A recommendation will be prepared for approval by the City Manager and/or City Council as required by the Local Government Budget and Fiscal Control Act.
5. 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 **July 2026**. The contract may be renewed for up to **two additional one-year period(s)** upon mutual written agreement, for a total possible term not to exceed **3 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. Contracts at the formal bidding threshold require a pre-audit certification by the Finance Officer pursuant to G.S. 159-28 before execution.

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 defend, indemnify, and hold harmless the City of Fayetteville, its officers, employees, and agents from any claims, losses, damages, or liabilities arising from the Respondent's performance or failure to perform under this contract.

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

Instruction: Replace this section with the project-specific scope of work. The structure below is a guide.

5.1 Overview

The City of Fayetteville is seeking proposals from qualified vendors to provide offsite digitization of personnel records, including employee files, and medical records.

The selected contractor shall provide all labor, materials, transportation, scanning, indexing, quality control, and secure destruction services necessary to convert physical records into fully searchable digital files.

The project is estimated to include approximately 300 bankers' boxes sized 16.5"L x 12.75"W x 10.38"H and is expected to be completed within 3 months.

5.2 Detailed Requirements

Project Management

- Full project oversight from kickoff through closeout
- Initial kickoff meeting
- Weekly status reports and monthly progress meetings
- Issue tracking and resolution
- Final closeout meeting

Document Inventory & Preparation

- Process approximately 300 bankers' boxes
- Remove files from boxes and folders
- Remove staples, clips, and bindings
- Prepare documents for high-speed scanning
- Tape smaller or fragile pages to standard sheets for scanning
- Repair torn documents as needed
- Handle mixed document sizes and fragile/aged records

Scanning Requirements

- Greyscale scanning required for all documents
- Black-and-white scanning is not acceptable
- Minimum 300 DPI resolution
- Full-text OCR (searchable PDFs)
- Output format: multi-page PDF per document
- All documents scanned double-sided with blank page detection/removal

Indexing Requirements

- Document types include:
 - Medical Records (boxed separately for active employees)
 - Employee Personnel Files
- Required index fields:
 - Employee Name
 - Employee ID (up to 7 characters)
 - Employee Social Security Number (last four digits only, if required by the City, in accordance with **N.C.G.S. §132-1.10**)
- File naming conventions:
 - EmployeeName.pdf or EmployeeID.pdf
- Optional indexing via Tag & Match if database is provided

Quality Control (QC)

- Image validation and quality checks
- Verification of indexing accuracy
- Ensure completeness and readability

Data Delivery

- Upload final files to the City's Laserfiche system
- Ensure compatibility with Laserfiche import requirements
- Coordinate with City staff for templates and testing
- SFTP may be used for interim transfer

Document Pickup & Transportation

- Secure pickup and transportation from City facilities
- Maintain documented chain of custody
- Use secure, monitored vehicles

Data Security & Chain of Custody

- Maintain chain of custody from pickup through final disposition in accordance with **N.C.G.S. §132-3**
- Transport records in sealed containers
- Restrict access to authorized personnel
- Require background checks for all personnel
- Maintain breach response procedures and notify the City within 24 hours
- Comply with all applicable federal and state privacy laws, including **N.C.G.S. §132-1.10** and HIPAA where applicable

Access to Records During Project

- Provide requested records within 48 hours via SFTP upon City request

Regulatory Compliance

- Comply with North Carolina Department of Natural and Cultural Resources (DNCR) imaging and records policies in accordance with **N.C.G.S. §121-5** and **N.C.G.S. §132-8**
- Adhere to all applicable public records and retention laws, including **N.C.G.S. §132-3** and **N.C.G.S. §132-8.2**

Permanent Records and Preservation Requirements

- In accordance with **N.C.G.S. §132-8.2** and **N.C.G.S. §121-5**, records identified by the City as having permanent retention status shall require preservation-quality duplicates
- Contractor shall coordinate with the City to identify and flag such records
- Provide two (2) copies of digitized files suitable for long-term preservation per North Carolina Archives guidance
- Permanent records shall not be destroyed and must be preserved to ensure long-term integrity and accessibility

Document Retention & Destruction

- Securely store original records for sixty (60) to ninety (90) days after final acceptance
- No records shall be destroyed without prior written DNCR authorization in accordance with **N.C.G.S. §132-3** and **N.C.G.S. §132-8.2**
- City is responsible for obtaining DNCR approval
- Contractor shall perform secure destruction only upon written authorization and provide a certificate of destruction
- All destruction activities must be documented and auditable

Records Retention Schedule Compliance

- All records shall be managed in accordance with the City's approved retention schedule pursuant to **N.C.G.S. §121-5** and **N.C.G.S. §132-8**
- Contractor shall not destroy or alter records without City authorization and DNCR approval in accordance with **N.C.G.S. §132-3**
- Permanent records must be clearly flagged and shall not be destroyed under any circumstances per **N.C.G.S. §132-8.2**

5.3 Performance Standards

- Project completion within three (3) months of Notice to Proceed
- Minimum scanning resolution of 300 DPI with consistent image clarity
- 100% OCR-readable documents
- Indexing accuracy rate of at least 99%
- Requested records provided within 48 hours
- Zero unauthorized data breaches
- Compliance with all DNCR and applicable state regulations

5.4 Project Timeline

- Estimated duration: 3 months from Notice to Proceed

5.5 City Responsibilities

- Provide access to records and facilities for pickup

- Identify and separate medical and personnel files
- Provide indexing requirements and any available data for Tag & Match
- Coordinate with Contractor on Laserfiche import templates
- Obtain DNCR approval for records destruction

Identify records with permanent retention requirements

5.6 Deliverables

- Digitized records in searchable PDF format uploaded to Laserfiche
- Indexed files with required metadata fields
- Weekly status reports and monthly progress updates
- Final project report and closeout documentation
- Preservation-quality copies for permanent records (as required)
- Certificate of destruction (upon City authorization)

5.7 Submittal Requirements

6. **Cover Letter** – firm overview and expression of interest in serving the City of Fayetteville
7. **Project Team** – resumes for key personnel including Project Manager; qualifications; roles on similar projects
8. **Technical Approach** – methodology, tools, and work plan
9. **Schedule** – proposed project timeline with milestones
10. **Budget** – itemized, not-to-exceed cost proposal
11. **References** – three (3) local government or public-sector references for similar work (preferably NC municipalities or counties)
12. **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 is not collusive in nature 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 and the following below:

- Confirmation that document preparation (including staple removal, document repairs, and taping) is included in the per-box or per-image pricing
- Pricing for any additional or optional services, including but not limited to:
 - Oversized or irregular documents
 - Rush services (if offered)
 - Additional indexing or metadata services

#	Description of Services / Deliverables	Unit / Frequency	Proposed Price (\$)
1	Cost per banker's box (sized 16.5"L x 12.75"W x 10.38"H)	Box	\$
2	Transportation and Pickup		\$
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.

Federal EO Framework (EO 14173 / EO 14398): Federal executive orders effective January 2025 and April 2026 prohibit racially discriminatory DEI activities in federal contracting. 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 Program

Pursuant to N.C.G.S. 143B-1361(a) and 143-48, the City also encourages participation by NC-certified Historically Underutilized Businesses (HUBs). HUB firms that are also SDBE-certified may be counted toward both programs.

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 G: DEBARMENT, SUSPENSION & RESPONSIBILITY CERTIFICATION

Solicitation #: _____ Vendor Name: _____

The Primary Participant certifies, to the best of its knowledge and belief, that it and its principals:

13. Are NOT presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
14. Have NOT within a three-year period preceding this proposal been convicted of, or had a civil judgment rendered against them for, fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract;
15. Are NOT presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above; and
16. Have NOT within a three-year period preceding this proposal had one or more public transactions terminated for cause or default.

(If the Primary Participant cannot certify to any statement above, attach a written explanation.)

THE PRIMARY PARTICIPANT CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. §§3801 ET SEQ. ARE APPLICABLE THERETO.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

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:

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

I. Purpose:

The records covered by this policy are in the custody of City of Fayetteville and are maintained for the benefit of city use in delivering services and in documenting city operations. This electronic records policy reflects guidelines established in the NCDNCR publication *Guidelines for Managing Trustworthy Digital Public Records*.¹ Complying with this policy will increase the reliability and accuracy of records stored in information technology systems through Premise or in the Cloud; and will ensure that they remain accessible over time. Exhibiting compliance with this policy will enhance records' admissibility and acceptance by the judicial system as being trustworthy.

All public records as defined by North Carolina G.S. § 132-1 are covered by this policy. This includes permanent and non-permanent records, including both confidential and non-confidential records. These classifications may warrant different treatments when processing the records. This policy serves as basic documentation of the procedures followed by the department in imaging, indexing, auditing, backing up, and purging electronic records in accordance with the disposition schedule, and in handling the original paper records, if applicable.

This policy also serves to protect those records digitized by the city's imaging system, which reduces required storage space for original documents as the city transitions to a "more paperless" digital system and provides instant and simultaneous access to documents as needed.

The form provided in Section 10 of this document, *Request for Disposal of Original Records Duplicated by Electronic Means*, is completed and submitted to the NCDNCR whenever this city wishes to dispose of a series of paper records that have been digitized.

This policy will supersede any electronic records system policy previously adopted. This policy will be reevaluated at a minimum of every five years, or upon the implementation of a new information technology system and will be updated as required. A copy of this policy will remain on file at the NCDNCR.

II. Definitions:

- a. **Admin.** The City Clerk's office serves as the custodian of the full Records Management program and is the Subject Matter Expert for questions regarding the NCDNCR General Records Schedule for Local Government Agencies and the NCDNCR Program Records Schedule for Local Government Agencies.

¹ <https://archives.ncdcr.gov/documents/guidelines-managing-trustworthy-digital-public-records>

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

- b. **Department Admin.** Department Directors are charged with final directions on records within the department and signoff of records transfer or destruction forms prior to sending to the Admin.
- c. **Record Liaison.** A department staff member is charged with the task of assisting their department with the management of records and producing the records transfer or destruction form.
- d. **Grove Street Records Storage Facility.** The central location for full boxes of permanent records or records with a disposition of 6 (six) years or more.
- e. **Records Retention and Disposition Schedule.** The Records Retention and Disposition Schedule for General Records and Program Records, approved by the NCDNCR Division of Archives and Records (NCDNCR), is a listing of records series generally maintained in municipal offices. The schedule identifies the minimum period of time each records series shall be maintained and conveys legal authorization for the disposal of these records series.
- f. **Public Records.** Except as to those communications described in NCGS Sec. 132-1.1, public records shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, records, text messages, email, or other documenting material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of the public business of the City of Fayetteville.
- g. **Electronic Records.** Records that were received in an electronic format or as a physical record and scanned into an electronic version. The physical record may not be destroyed without approval from NCDNCR.
- h. **Permanent Record.** Permanent Records are those records which are not authorized for destruction by the General Records Schedule for Local Government Agencies.

III. Policy:

The City of Fayetteville is subject to North Carolina General Statute 121 and 132 as it pertains to public records. This includes permanent and non-permanent records, including both confidential and non-confidential records. These classifications may warrant different treatments when processing records. City staff follows the General Records Schedule for Local Government Agencies and the *Guidelines for Managing Trustworthy Digital Public Records*² produced by the NCDNCR, as well as any department-specific schedules found on FayNet

² <https://archives.ncdcr.gov/documents/guidelines-managing-trustworthy-digital-public-records>

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

IV. Types of Records:

Review section VII for the proper procedure on how to handle and file each of these types of records. *(not all types of records are listed in examples; review retention/program schedule for all types of records).*

a. Physical Records:

- i. Permanent: These records may not be destroyed for any reason. These records should be moved to the Grove Street Records Storage Facility following the proper procedure.

1. Examples

- a. Minutes of a governing board or committee
- b. Records such as deeds

- ii. Transitory: "Records that have little or no documentary or evidential value and that need not be set aside for future use."³

1. Examples

- a. Routing Slips
- b. Memory Aides
- c. Drafts or notes after the approval of the final document

- iii. Multi-Year Disposition: Records which have extended documentary or evidential value and are required to be held for a specified number of months or years per the Records Retention and Disposition Schedule, General Records Schedule for Local Government Agencies.

1. Examples

- a. Financial Records
- b. Personnel Records

- b. Electronic Records: This Policy serves to protect those records digitized in the municipality's imaging system, which reduces required storage space for original documents as the city transitions to a "more paperless" digital system and provides instant and simultaneous access to documents as needed.

- i. Originally Electronic: Records that were obtained via electronic means, either through email, internal digital system, or external digital system

³ A Glossary of Archival and Records Terminology, Richard Pearce-Moses (2005)

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

1. Examples

- a. Documents received via email for routing and signatures
- b. Contracts route through the contract routing program
- c. Documents received via external systems
- d. Email in the transaction of City business
- e. Text messages in the transaction of City business
- f. Social Media post/comments in the transaction of business
 - i. City Policy 502
- ii. Physical Record Scanned into Electronic Record: Any physical record, either permanent, transitory, or multi-year, that has been digitally scanned or microfilmed for filing or sending in a digital format. These records retain their original classification (permanent, transitory, or multi-year) after digitization.

1. Examples

- a. Minutes of a governing body sent to NCDNCR for microfilming
- b. Physical records received that have been scanned into the imaging system for contract routing or long-term storage
- c. Correspondence to organizations or residents
- d. Grant awards
- e. Environmental studies from the NC Department of Environmental Quality (NCDEQ)

V. Responsibilities:

a. Records Liaisons

- i. Record Liaisons shall be responsible for ensuring the care and preservation of the City of Fayetteville records in their department.
- ii. Record Liaisons have the responsibility to provide up-to-date information about their departmental records, both in-office and stored at Grove Street Records Storage Facility, to the Clerk's Office each time there is a significant change. This information includes a records inventory to determine if the information is duplicated elsewhere, the physical condition of the stored records,

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

- and whether the records have been appropriately matched with an existing retention and disposition schedule.
- iii. Record Liaisons shall be responsible for legally removing inactive records after final signoff from their Department Director and the Clerk's Office per the City's Records Retention and Disposition Schedule
- iv. Attending training conducted by the NCDNCR
- v. Carrying out day-to-day processes associated with the City's imaging program, including:
 - 1. Designating records to be entered into the imaging system
 - 2. Noting confidential information or otherwise protected records and fields
 - 3. Removing transitory records
 - 4. Completing indexing guide form for each record being scanned
 - 5. Reviewing images and indexing for quality assurance
 - 6. Naming and storing the scanned images in designate folders
- b. Information Technology
 - i. The Information Technology Department shall maintain the server and imaging system to protect and preserve the permanently valuable municipal records that have been scanned and to maintain other public records according to the Retention and Disposition Schedule
 - ii. Installing and maintaining equipment and software
 - iii. Configuring the system according to city needs, including creating and testing applications and indexes
 - iv. Controlling permission rights to the system
 - v. Maintaining documentation of system hardware and software
 - vi. Establishing audit trails that document actions taken on records stored by the information technology system
 - vii. Providing backups for system records and recovering deleted imaged records when necessary
 - viii. Completing a disaster recovery backup at least once every two years
 - ix. Establishing and providing training on equipment and software, documenting such training, and providing remedial training as needed.

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

- x. Creating and updating detailed procedural manuals describing the imaging process and equipment
- xi. Conducting any necessary batch conversions or batch renaming of imaged records
- xii. Recovery verification requires verification of backup retention and recovery annually
- c. City Clerk's Office
 - i. The Clerk's Office will follow the City's approved NCDNCR General Records Schedule for Local Government Agencies and the NCDNCR Program Schedule for Local Government Agencies for all records in their possession.
 - ii. The Clerk's Office will ensure the records scheduled for destruction have the proper authorization from the Department Director and City Clerk's Office, if necessary.
 - iii. The Clerk's office will ensure that the records scheduled for destruction will be destroyed according to the methods of disposal listed in the City's approved NCDNCR General Records Schedule for Local Government Agencies and the NCDNCR Program Schedule for Local Government Agencies.
 - 1. Under no circumstances will records designated as permanent in the City's approved NCDNCR General Records Schedule for Local Government Agencies or and the NCDNCR Program Schedule for Local Government Agencies be destroyed, even though they have been scanned into imaging system without the approval of NCDNCR.
 - iv. The Clerk's Office will inspect the records label to ensure readability and duplication before allowing records to be moved to Grove Street Records Storage Facility.

VI. Availability of System and Records for Outside Inspection:

The City follows the information and guidelines provided by the North Carolina

Department of Natural and Cultural Resources, including the department's Municipal Records Retention and Disposition Schedule for all records. Public Records Requests received in person and through the Public Records Portal (NextRequest) will be maintained and readily accessible to support legal, audit, or compliance-related matters as need in accordance with City Policy #506 – Policy and Guidelines for Processing a Public Records Request.

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

VII. Storage Procedure:

Each type of record will be handled uniquely. Therefore, the Record Liaison must understand which type of record they have. If they are unsure, it is required they reach out to the Clerk's office for verification. The following procedures are utilized once a department has enough of the records series to fill a small bankers box (15.5"x12"x10.25")

The Grove Street Records Storage Facility is primarily for records scheduled for permanent or long-term preservation. It is the responsibility of each Record Liaison to coordinate with the City Clerk's Office regarding records that need to be transferred to the Grove Street Records Storage Facility. A records transfer form must be completed and approved in Laserfiche and the records information label affixed to each small-sized bankers box to be accepted for transfer to the Grove Street Records Storage Facility. The Record Liaison and Clerk's Office will retain a copy of the approved records transfer form.

VIII. Destruction of Public Records:

The City follows the information and guidelines provided by NCDNCR, including the department's General Records Schedule for Local Government Agencies and the NCDNCR Program Schedule for Local Government Agencies for all records.

Public records can and should be destroyed after they have been retained for the correct time period as determined by the NCDNCR General Records Schedule for Local Government Agencies and the NCDNCR Program Schedule for Local Government Agencies unless there is some other reason that record should be retained. After the retention period outlined in NCDNCR General Records Schedule for Local Government Agencies and the NCDNCR Program Schedule for Local Government Agencies is met, records may be purged pursuant to the guidelines and methods of destruction set by the North Carolina Department of Natural and Cultural Resources, which are included in the NCDNCR General Records Schedule for Local Government Agencies and the NCDNCR Program Schedule for Local Government Agencies. Should litigation be threatened or commenced about a matter to which the record pertains, the record **must not** be destroyed until litigation or audit has ended.

The City Clerk's Office schedules shredding events twice a year that all departments can participate in. To destroy records, the Record Liaison must fill out the **Records Disposal Authorization Certification** (Appendix A), obtain the Department Director's

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

signature, and provide to the City Clerk's on-site representative the day of shredding for final approval. The Record Liaison must retain a copy of the Records Disposal Authorization Certification form. The original will be held in the City Clerk's Office.

- a. Physical records that have been scanned into an electronic record may only be destroyed before their administrative value ends with the written consent from NCDNCR. This requires the Records Liaison to complete the Request for Disposal of Original Records Duplicated by Electronic Means form (Appendix A) and have the returned form with the Assistant Records Administrator for the State Archives of North Carolina signature. The Record Liaison must retain a copy of the Request for Disposal of Original Records Duplicated by Electronic Means and provide a copy to the City Clerk's Office.

IX. Maintenance of Trustworthy Electronic Records:

The Record Liaison will follow the listed procedures when processing incoming records for which physical originals are not necessary or utilized:

- i. Scan the records into the imaging system and review all scanned records after upload to ensure legibility and accuracy
 - ii. Physical records that have been scanned may be destroyed once the Record Liaison has received the NCDNCR approved copy of the Request for Disposal of Original Records Duplicated by Electronic Means. Electronic copies will be kept for the entire retention period, stored on Media that are regularly assessed and refreshed
 - iii. Electronic files are named in accordance with the Best Practices for File Naming published by the NCDNCR. Electronic files are saved in formats that comply with NCDNCR's File Format Guidelines for Management and Long-Term Retention of Electronic Records. File formats used by the city are identified as standard by NCDNCR and are well-supported, backwards compatible, and have robust metadata support.
- a. Produced by Methods that Ensure Accuracy
All platforms used by the city to create and manage electronic records, including e-mail clients, social media platforms, and cloud computing platforms, conform with all NCDNCR policies and all applicable IT security policies (City Policy #605).
 - b. Maintained in a Secure Environment

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

Security of the system and the records it holds is maintained in the following ways:

- i. Access and role-based rights are managed by the IT department and are assigned by a supervising authority to prevent unauthorized viewing of documents.
 - ii. Records Liaisons must organize and name file systems in such a way to identify the confidentiality of the documents.
 - iii. Folders with confidential information are restricted, and access rights to confidential data are carefully managed. Confidential material is redacted after review from the City Attorney's Office before it is shared or otherwise made available.
 - iv. Physical access to computers, discs, and external hard drives is restricted.
 - v. All system password and operating procedure manuals are kept in a secure location.
- c. Associated and Linked with Appropriate Metadata
Metadata is maintained alongside the record. At a minimum, metadata retained includes file creator, date created, title (stored as the file name), and when appropriate, cell formulae and e-mail header information. Employees are not instructed to create metadata other than metadata that is essential for a file's current use and/or retention.⁴
- d. Stored on Media that are Regularly Assessed and Refreshed
Data is converted to new usable file types as old ones become obsolete. The following steps are taken to ensure the continued accessibility of records kept in electronic formats:
- i. Data is audited and assessed annually. If there is evidence of file corruption, data should be migrated to new media.
 - ii. Records are periodically verified through hash algorithms. This is required before and after transfer to new media to ensure the records were not altered.
 - iii. Media is refreshed every three to five years. The city documents when and how records are transferred from one storage medium to another. Once the new media has been sampled to assure the

⁴ For more information, see DNCR's guidance document *Metadata as a Public Record in North Carolina: Best Practices Guidelines for Its Retention and Disposition* (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines/metadata-public-record-north>)

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

quality of the transfer, the original media may be destroyed according to the guidelines of 07 NCAC 04M .0510.

- iv. If records are required to be migrated to new file formats, especially when required by new information technology systems to ensure compatibility and proper file rendering
- v. Metadata is maintained during transfers and migrations of files from one document management system to another.
- vi. Storage media are maintained in a manner and in an environment that promotes bit-level preservation
- vii. Whatever media is used to store data is clearly labeled with enough information that its contents can be determined.

X. Components of Information Technology System:

Procedures are developed for how records are stored and how access and edits are controlled. This provides credibility of the integrity of the records. Documentation about the electronic record system are vital if there are inquiries as to the authenticity of records. Document audit trails specify who has permission to create, access, and modify records.

a. Training Programs

Subject Matter Experts, HRD, and City Clerk, may conduct training for system use and electronic records management, using material published by the NCDNCR when appropriate. When appropriate, Records Liaisons will also attend trainings offered by the NCDNCR on the maintenance of electronic records. Documentation will be maintained for the distribution of written procedures, attendance of individuals at training sessions and refresher training programs, and other relevant information.

Employees will reach out to their department Record Liaison with questions. If the Records Liaison is unable to provide information, the question/request will be escalated to the IT Department and City Clerk's Office.

Rights to perform scanning and indexing functions will not be assigned until such time that the IT Department has received a ticket to install and the Subject Matter Expert has trained the user on system functionality. This will ensure data integrity and proper indexing of scanned records. If a user improperly indexes or scans a document, the

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

department head or designee will address this occurrence with the user and perform remedial training as necessary and document.

b. Audit Trails

At a minimum, the IT department will maintain documentation on who has read and/or write permission to files maintained by the city. Ideally, a log of activities on the system is maintained, which shows who accessed the system, how and by whom records were created and modified.

c. Audits

Audits are designed to evaluate the process or system's accuracy, timeliness, adequacy of procedures, training provided, and the existence of audit trails. Quality audits may be conducted by city as needed. A public record that is not purged correctly remains a public record, creating the potential for litigation or audit, and must be disclosed upon proper request or upon receipt of a subpoena.

Any addition, deletion, or change of a retention period can and must be requested from the NCDNCR. Permission must also be gained from the City Council and recorded in the minutes. The NCDNCR may, in some cases, be able to develop a localized amendment.

Records scheduled for permanent preservation may not be destroyed without specific written permission from NCDNCR.

XI. Digital Imaging Program Documentation and Procedures:

a. System and Procedural Documentation

The City Clerk's Office in conjunction with the IT Department, will maintain the vendor recommendations describing the process to create and manage the imaging system. This documentation will include a description of the system hardware and software.

Each employee that utilizes the imaging system will have, at a minimum, the following hardware and software, unless the scanner is collocated by means of a network interface:

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

- i. Data is audited and assessed annually. If there is evidence of file corruption, data should be migrated to new media Driver software for scanner
- ii. Imaging software
- iii. Scanning resolutions and format options are set up on the scanning devices by IT staff and vendor. Instructions manual, maintained by IT staff, describing in detail the steps required in the scanning process.
- iv. Naming conventions will be in keeping with the NCDNCR *Best Practices for File Naming*
- b. Indexing and Metadata

All imaged records must be indexed in order to facilitate efficient retrieval, ease of use, and up-to-date information about the images stored. This index should capture the content, structure, and context of the imaged records and will be developed by IT staff prior to the implementation of any imaging system. Metadata will be maintained in accordance with the guidelines provided in Section IX, Maintenance of Trustworthy Electronic Records.
- c. Quality Control Check

Staff trained to conduct imaging will conduct a quality control audit following the imaging of a record to ensure that the following features of the imaged record are legible:

 - i. Individual letters, numbers, and symbols
 - ii. Combinations of letters, numbers, and symbols forming words or sentences
 - iii. Graphics such as signatures, logos, and pictures
 - iv. Other features of records such as color, shape, texture, etc., that relate to the content of the information

Managerial staff for the various units of the city will also periodically audit imaged records for accuracy, readability, and reproduction capabilities. Written quality control documentation will be prepared indicating the sampling of records and what remedial procedures were followed if the expected level of accuracy was not achieved.

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

d. Retention of Original and Duplicate Records

To obtain permission to destroy original records following imaging, this city will complete form: *Request for Disposal of Original Records Duplicated by Electronic Means* (Appendix A). For each records series identified for scanning, the NCDNCR must approve the destruction of the original records. Scanning of historical/archival/permanent records can be completed for ease of future reference, but the original documents are not allowed to be destroyed..⁵

Destruction of original records is allowed only after quality assurance has been conducted on the imaged records, necessary corrections have been made, the electronic records system is audited for accuracy, and the destruction of records has been approved.

Once document destruction is approved by the NC Department of Natural and Cultural Resources, the City Clerk will be responsible for authorizations for the destruction of the original documents and will maintain original destruction requests. Destroying documents prior to receiving approval or those considered historical/archival/permanent constitutes failure to maintain proper public records.

If digital images replace the original records and assume all legal authorities, these scanned records will be considered the record copy and must be maintained for the specified retention period defined in the appropriate records retention and disposition schedule.⁶ The retention period is considered to have begun when the original document was created, not when the electronic version was produced. Any hard copy generated from the imaged records will be considered the city's duplicate "working" record or reference copy.

⁵ Any permanent records maintained in electronic form must also exist as a paper or microfilm preservation duplicate copy in compliance with the NCDNCR *Human-Readable Preservation Duplicates* policy.

⁶ The Society of American Archivists *Glossary of Archival and Records Terminology* defines record copy as "the single copy of a document, often the original, that is designated as the official copy for reference and preservation." Available at <http://www2.archivists.org/glossary/terms/t/record-copy>.

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
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XII. Other Electronic Records Management Practices:

a. Shared Drive Management

Employees use shared storage for collaboration and access. Procedures for the use of this shared storage comply with NCDNCR's guidance document Global Shared Storage Guidelines.

b. Security and Disaster Recovery

The city has a disaster recovery plan for its electronic data in place, which includes contact information for data recovery vendors and information about backups of all data. Security backups to protect against data loss are generated for all but the most transitory of files. Routine backups are conducted and are stored in secure off-site storage. Imaged documents will be synchronized to a secured offsite location.

c. Cloud Computing

Our Cloud-based data is backed up using automated, encrypted processes to ensure redundancy and security. Backups occur at scheduled intervals, typically daily or in real-time, depending on data sensitivity and business requirements. The City of Fayetteville Cloud storage providers utilize geographically distributed data centers to safeguard against regional failures, ensuring high availability. Version history and point-in-time recovery features enable restoration of previous document versions, reducing the risk of data loss.

XIII. Conclusion:

This Policy will supersede any public records management policy previously adopted. This Policy will be reevaluated at a minimum of every five (5) years, or upon the implementation of a new information technology system and will be updated as required. A copy of this Policy will remain on file at the NCDNCR.

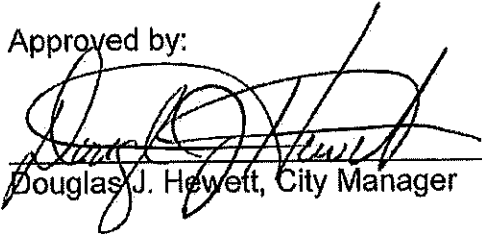
The recommendations presented in this document are intended to improve upon and streamline the process for managing public records. We recognize circumstances vary and encourage City staff to evaluate each request on a case-by-case basis and consult with the City Clerk's Office and City Attorney's Office as needed.

Note: This Policy is consistent with NCDNCR's Guidelines.

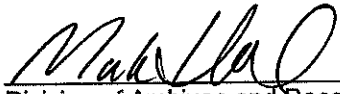
Initiating Department: City Clerk's Office

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
	Policy and Guidelines for Physical and Electronic Records management Retention and Destruction		
	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

Approved by:


 Douglas J. Hewett, City Manager

Date 08/08/25



Division of Archives and Records, Department of Natural and Cultural Resources

Date 8/20/25

FAYETTEVILLE
AMERICA'S CAN DO CITY

All Appendix A Forms can be found on FAYNET or by contacting the City Clerk's Office.

Agency				
Division		Section		Branch
Location(s) of Records				

[illegible]

Department:

(Print Name and Title)

Date:

Date:

Policy # 109	CITY OF FAYETTEVILLE Policy Manual		
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	Effective Date: 09.1988	Revised Date: 08.04.2025	Number of Pages: 18

SCANNED CONTRACTS FORM

City Clerk's Representative Signature: _____ Date: _____

Department Director Signature: _____ Date: _____

City Clerk's Representative Signature: _____ **Date:** _____



North Carolina Department of Natural and Cultural Resources

Josh Stein, Governor
Pamela Brewington Cashwell, Secretary

Division of Archives and Records
Government Records Section

9 February 2026

Melinda Rea
City of Fayetteville Human Resources Department
433 Hay Street
Fayetteville, NC 28301

Dear Melinda Rea:

Thank you for your *Request for Disposal of Original Records Duplicated by Electronic Means* form dated 5 February 2026. We find that this document has been properly executed. The original form is included with this letter, and an additional copy remains on file in our office.

When your office is ready to add new types of records (records series) to your scanning work, please complete a new *Request for Disposal of Original Records Duplicated by Electronic Means* form and send it to us.

Thank you for your office's commitment to the proper management of the records of Fayetteville.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Holland", written over a horizontal line.

Mark Holland

Supervisor, Records Analysis Unit

DIVISION OF ARCHIVES AND RECORDS — GOVERNMENT RECORDS SECTION

MAILING ADDRESS:
4615 Mail Service Center
Raleigh, N.C. 27699-4615

<http://archives.ncdcr.gov>
Telephone (919) 814-6900
Facsimile (919) 715-3627
State Courier 51-81-20

LOCATION:
215 N. Blount Street
Raleigh, N.C. 27601-2823



Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

Agency Contact Name: Melinda Rea		Date (MM-DD-YYYY): 12/30/2025
Phone (area code): (919)433-1014	Email: MelindaRea@FayettevilleNC.gov	
County/Municipality: Cumberland / City of Fayetteville	Office: City of Fayetteville Human Resources Department	
Mailing address: 433 Hay St. Fayetteville, NC 28301		

Records Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule
Personnel Records (Official Copy)	Official personnel records	01/01/1997-08/05/2025	509 boxes	30 Years
Medical Records	Official medical records	01/01/1997-08/05/2025	22 boxes	30 Years
Administrative Investigations	Official administrative records	01/01/1997-08/05/2025	Housed in personnel records official copy	5 Years
Applications for Employment	Official applications for employment records	01/01/1997-08/05/2025	Housed in personnel records official copy	2 Years
Aptitude and Skills Testing Records	Official aptitude and skills testing records	01/01/1997-08/05/2025	Housed in personnel records	2 Years

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State Courier 51-81-20

LOCATION:
215 N. Blount Street
Raleigh, N.C. 27601-2823



archives.ncdcr.gov

4615 Mail Service Center, Raleigh NC 27699-4165

919-814-6900

			official copy	
Benefits Records	Official benefits records	01/01/1997- 08/05/2025	Housed in Medical Records	3 Years
Disciplinary Actions	Official disciplinary actions records	01/01/1997- 08/05/2025	Housed in personnel records official copy	In official personnel records file
Dual Employment	Official dual employment records	01/01/1997- 08/05/2025	Housed in personnel records official copy	1 Year
Employment Selection Records	Official employment selection records	01/01/1997- 08/05/2025	Housed in personnel records official copy	5 Years
Exit Interview Records	Official exit interview records	01/01/1997- 08/05/2025	Housed in personnel records official copy	1 Year
Family Medical Leave Act (FMLA) Records	Official FMLA records	01/01/1997- 08/05/2025	Housed in Medical Records	3 Years after leave ends
Grievances	Official grievance records	01/01/1997- 08/05/2025	Housed in personnel records official copy	2 Years
Leave Records	Official leave records	01/01/1997- 08/05/2025	Housed in Medical Records	3 Years
Medical Records	Official medical records	01/01/1997- 08/05/2025	Housed in Medical Records	30 Years
Military Leave	Official military leave records	01/01/1997- 08/05/2025	Housed in Medical Records	3 Years

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archives.ncdcr.gov

4615 Mail Service Center, Raleigh NC 27699-4165

919-814-6900

Performance Reviews	Official performance reviews	01/01/1997-08/05/2025	Housed in personnel records official copy	3 Years
Personnel Action Notices	Official personnel action notice records	01/01/1997-08/05/2025	Housed in personnel records official copy	In Official personnel records file
Policies and Procedures (Personnel)	Official policies and procedure personnel records	01/01/1997-08/05/2025	Housed in personnel records official copy	In Official personnel records file
Position Classification, Control, and History	Official position classification, control, and history records	01/01/1997-08/05/2025	Housed in personnel records official copy	In Official personnel records file
Position Descriptions	Official position description records	01/01/1997-08/05/2025	Housed in personnel records official copy	2 Years
Position Evaluations	Official position evaluation records	01/01/1997-08/05/2025	Housed in personnel records official copy	1 Year
Retirement Records	Official retirement records	01/01/1997-08/05/2025	Housed in personnel records official copy	In Official personnel records file
Seasonal and Contract Worker Records	Official seasonal and contract worker records	01/01/1997-08/05/2025	Housed in personnel records official copy	5 Years after date of separation
Secondary Employment	Official secondary employment records	01/01/1997-08/05/2025	Housed in personnel records	1 Year

DIVISION OF ARCHIVES AND RECORDS — GOVERNMENT RECORDS SECTION

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Raleigh, N.C. 27699-4615

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Telephone (919) 814-6900
Facsimile (919) 715-3627
State Courier 51-81-20

LOCATION:
215 N. Blount Street
Raleigh, N.C. 27601-2823



919-814-6900

Requested by: Melinda Dea Office Supr. 2/5/2026
Signature Title Date

Approved by: [Signature] Requestor's Supervisor 2/5/2026
Signature Date

Concurred by: [Signature] Mark Holland 2/9/26
Signature Assistant Records Administrator Date
State Archives of North Carolina

LOCATION:
215 N. Blount Street
Raleigh, N.C. 27601-2823

DISCLAIMER:

SUBJECT TO CHANGE AFTER AWARDING

Professional Service Agreement

Scope of Work and Terms Document

City of Fayetteville, NC

PROFESSIONAL SERVICES AGREEMENT

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

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

ARTICLE 1. Services

- 1.1 Background & Scope of Work. The City desires to engage Consultant to provide certain professional services as fully described and outlined in the Proposal (Exhibit 1) which is attached hereto and fully incorporated into this Agreement by reference. Consultant is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.
- 1.2 Time of Performance. Consultant will perform the services promptly and according to the Proposal provided. The City will cooperate with Consultant as reasonably required to complete the services outlined in the Proposal. Both Parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).
- 1.3 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by Consultant or as otherwise outlined in the Proposal.

ARTICLE 2. Payment

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

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

ARTICLE 3. Termination

- 3.1 Termination for Cause. In the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement, the City shall have the right to terminate Consultant upon ten calendar (10) days written notice, in which event Consultant shall have neither the obligation nor the right to perform further services under this Agreement; nor shall the City be obligated to make any further payment for work that has not been performed. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.
- 3.2 Termination for Convenience. Upon thirty (30) calendar days' written notice to Consultant, the City may, without cause and without prejudice to any other right or remedy legally available to the City, terminate this Agreement. Upon such notice, Consultant shall have neither the obligation nor the right to perform services under this Agreement nor shall the City be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, Consultant shall be paid for the completed and accepted work executed in accordance with this Agreement prior to the written notice of termination. Additionally, upon mutual agreement, Consultant may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the City. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.
- 3.3 Terminating Illegal Discrimination Certification: [REDACTED] certifies that: (i) it does not operate any DEI programs that violate any applicable Federal anti-discrimination laws, (ii) it is compliant in all respects with all applicable Federal anti-discrimination laws material to the government's payment decisions, and (iii) agrees that, if a violation of this certification is

found, could lead to liability under the False Claims Act. By signing this Agreement, [REDACTED] further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to [REDACTED]'s noncompliance with this certification at any time before or during the term of this Agreement.

ARTICLE 4. Liability, Indemnification and Insurance

- 4.1 General. The City and Consultant have considered the risks and potential liability that may exist during the performance of services by Consultant and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, Consultant shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.
- 4.2 Indemnity & Professional Liability Insurance. To the extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the City of Fayetteville and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of Consultant, its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by Consultant does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. Consultant agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A.
- 4.3 Indemnity & General Liability Insurance. Consultant agrees to defend, indemnify and hold the City, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party

bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of Consultant, Consultant's employees, and Consultant's subcontractors, for whom Consultant is legally responsible during the performance of services under this Agreement. Consultant shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides Consultant with insurance for contractual liability which Consultant has assumed pursuant to the terms of this Agreement.

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

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

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

ARTICLE 6. Other

- 6.1 Assignment. It is the intent of this Agreement to secure the personal services of Consultant and failure of Consultant for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. Consultant shall not assign this Agreement without prior written consent of the City.
- 6.2 Non-Appropriation. Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.
- 6.3 Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.
- 6.4 Venue & Forum. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the Parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the Parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.
- 6.5 Non-Discrimination. Consultant agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.
- 6.6 Compliance with Laws. Consultant agrees to comply with all applicable laws, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.
- 6.7 Severability. The Parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform to the purposes of this Agreement and the requirements of applicable law.

- 6.8 Amendment. The City and Consultant may, from time to time, request changes in services to be performed by Consultant. Any such changes that are mutually agreed upon by the City and Consultant shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.
- 6.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.
- 6.10 Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 6.11 Morality Clause. If, in the sole opinion of the City, at any time Consultant or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or more of the actions below, the City may immediately upon written notice to Consultant, terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity:
1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
 2. subject the Actor to prosecution;
 3. offend the community or public morals/decency;
 4. denigrate individuals or groups in the community served by the City;
 5. is scandalous or inconsistent with community standards or good citizenship;
 6. adversely affect the City’s finances, public standing, image, or reputation;
 7. is embarrassing or offensive to the City or may reflect unfavorably on the City; and,
 8. is derogatory or offensive to one or more employee(s) or customer(s) of the City.

6.12 E-Verify. Consultant hereby acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Consultant further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Consultant hereby pledges, attests and warrants through execution of this Agreement that Consultant complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Consultant shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

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

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

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

applicable work undertaken in furtherance of this Agreement.

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

DRAFT