TOWN *of*
WAKE FOREST

REQUEST FOR QUALIFICATIONS (RFQ #22-0004)

TOWN OF WAKE FOREST S MAIN STREET ACCESS MANAGEMENT STUDY

DATE ISSUED
Monday, February 13, 2023

QUESTIONS AND CLARIFICATIONS DUE DATE
Friday, February 24, 2023
2:00 p.m.

DUE DATE
Friday, March 10, 2023
2:00 p.m.

E-Mail Address Submittal (Preferred)
bwest@wakeforestnc.gov

Physical Acceptance Location (flash drive only)
Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street,
Wake Forest, NC 27587-2901

Mailing Address (flash drive only)
Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street
Wake Forest, NC 27587-2901

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Notice

The Town of Wake Forest (as referred to as "the Town" or "Wake Forest") is soliciting Statement of Qualifications from firm(s) or organization(s) qualified to provide professional services in its effort to prepare an Access Management Study. The project will result in a study focused on the South Main Street corridor in Wake Forest that carefully analyzes access points and their conflicts with traffic flow and multi-modal networks, outlines key challenges, and presents a set of recommendations aimed at mitigating these challenges.

The Town seeks to identify qualified consultants who have robust knowledge in developing implementable plans/studies, experience with public meetings and outreach, quality graphic design abilities, conceptual rendering capabilities, and project and time management. All respondents to this Request for Qualifications (RFQ) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully.

I. Background

Town of Wake Forest

Wake Forest is part of the Research Triangle, one of the fastest growing regions in the country, and located minutes from Raleigh, the state capital. In the past few decades, Wake Forest has transformed from a small, rural town into a thriving suburban community with an estimated population greater than 50,000.

Study Area

S Main Street, also known as US1 Alternate, is a NCDOT controlled roadway running from US1 to South Avenue in the historic Wake Forest core. This study will evaluate a portion of the corridor from US1 to the NC98 Bypass and includes a Study Listed Historic District as well as properties that are listed individually in the National Register of Historic Places and/or Local Historic Landmark Properties.

The S Main Street corridor cross-section varies and includes on-street bike facilities of non-contiguous segments between Rogers Road and Hwy 98. Sidewalks and a located bus service (the Loop) are included along portions of the corridor too.

As one of the major vehicular connections in Town, the corridor is heavily trafficked, and the uncontrolled access has created significant safety concerns throughout the corridor. The 2019 Comprehensive Transportation Plan indicated high levels of crashes on the corridor.

II. Study Objectives

The Study has two main objectives:

1. **Evaluate existing roadway conditions and multi-modal access on the corridor**. The Study should evaluate existing roadway capacity and volume, safety, future traffic growth, impacts to cultural and historic resources, and multi-modal access.

2. **Develop a conceptual design**. The Study should provide a high-level concept design of the entire corridor with recommended solutions for access management, intersections, and multi-modal connectivity along the corridor.

III. Scope of Services

The S Main Access Management Study should include the following information and analysis. Alternative services and deliverables may be proposed on evidence of the need to meet the purpose of the RFQ. RFQs that do not include all tasks will not be considered.

Task 1 - Project Timeline

- Develop an estimated timeline for the duration of the project. The timeline should include project phasing for primary tasks, key deliverables, community engagement meetings, presentations to the Planning Board and Board of Commissioners, and staff review periods for deliverables.
- Develop a corresponding work schedule that demonstrates how the submitting firm will manage its responsibilities and work scheduled to be performed, including work of and with Town personnel.

Task 2 - Public Outreach

- Develop a Public Involvement Plan (PIP). The PIP will need to address any planned outreach events for the Plan, including surveys, the use of social media, pop-up events, stakeholder interviews, open houses, public meetings, and public hearings. The PIP will need to address equitable outreach and targeted engagement to business owners and other groups impacted by the study.
- Conduct an online survey to gather community input. The consultant should design an online survey to be hosted on the Town's engagement platform. The proposal should address other methods of distributing surveys to reach targeted groups and vulnerable populations. Data collected and any results will need to be provided to Town staff.
- Conduct stakeholder interviews with internal and external stakeholders to understand the transportation issues and concerns along the corridor, including an open house for affected property owners.

Task 3 - Evaluate Existing Plans

- Review adopted and proposed plans for transportation and land use recommendations along the corridor or adjacent to the corridor. The consultant team, at a minimum,

should review the following: Wake Forest Community Plan (2022); Wake Forest Comprehensive Transportation Plan (2019); Wake Forest Historic Preservation Plan (2022); and Plans for the Capital North Upgrade (STIP U-53017)

Task 4 - Existing Conditions & Technical Analysis Report

- Analyze relevant demographics of the Town.
- Analyze the existing and future land uses identified in the 2022 Wake Forest Community Plan to understand future transportation needs and demands on the corridor.
- Analyze the existing capacity and volume of the corridor using the most recent Triangle Regional Model for current year and 2050.
- Review and/or collect transportation data to examine access management, mobility, transit, safety, crash data, bike and pedestrian infrastructure, multi-modal connections, and circulation issues of all modes of transportation.
- Provide an inventory of existing and approved (non-constructed) access points along the corridor.
- Review recent TIAs, traffic counts, and approved developments to understand current and future traffic demands.
- Gather and examine data on existing right-of-way and utilities located along the S Main Street.
- Inventory and review areas of significant cultural, historic, and environmental significance. The report should at a minimum note impacts to any historic properties and districts, natural areas, wetlands, flood zones, and waterways.
- Develop and present the Existing Conditions & Technical Analysis Report to the Planning Board and the Board of Commissioners. Two staff review cycles should be included during the review.

Task 5 - Conceptual Design Alternatives

- Prepare, at a minimum, two alternate concept-level design plans that address access management, transit stops, multi-modal design, safety improvements, and impacts to cultural and historic resources. At least one of the concepts shall focus on utilizing existing right-of-way and easements.
- Develop a list of pros, cons, and potential cost of each design alternative.
- Develop and present the design alternatives to the Planning Board, Board of Commissioners and the public for feedback.

Task 6 - Final Study Document

- Develop an action item matrix for implementation of the S Main Access Management Study.
- Develop a Final Study document that incorporates the preferred concept for the corridor and present the Final Study document to the Planning Board and the Board of Commissioners.

Each task shall be combined and form the basis for a comprehensive report titled "Town of Wake Forest S Main Street Access Management Study," which clearly defines the Study's preferred conceptual design and implementation of that design. The Study will be subjected to two Town staff reviews, and Town staff will advise the consultant of needed changes. When the changes are finalized, the consultant will be advised to produce a draft for presentation to the Planning Board and Board of Commissioners. Staff will also review the draft presentations and advise the consultant of any needed changes. Following the presentation(s), additional review cycles may be necessary to incorporate any recommended Board changes.

IV. Content and Format of Qualification Package

Firms submitting qualifications shall have no association with elected or appointed officials that could be considered a conflict of interest. Any such relationship will subject the firm to immediate disqualification in consideration for this project. A selection committee will evaluate the submittals and may elect to select the most qualified firm based on the responses as submitted or elect to conduct interviews with multiple firms prior to recommending a firm.

The submission shall be a maximum 20 pages front and back or 40 pages single-sided. Only digital Work Samples, which are excluded from the page limit, will be accepted. Submittals shall include the following:

Letter of Interest:

The letter of interest provided in the submission shall include the following:

- The name and address of the prime consultant and the state in which it is incorporated and chiefly located.
- The name and address of each sub-consultant and the state in which each entity is incorporated and chiefly located, if sub-consultant is part of team.
- A brief description of the proposer (prime and sub-consultants, if applicable), and its interest in performing the required professional services.
- The name, address, phone, and e-mail address of the designated contact for the proposer (prime consultant).
- A statement indicating any judgments against the proposer (prime, sub-consultants, and third-party consultants) within the last five (5) years, or pending litigation, related to professional conduct or services.
- Acknowledgement of all addenda to the RFQ document, if applicable.
- Signature of a duly authorized official of the consultant firm or other person fully authorized to act on behalf of the firm or team.

Firm and Staff Qualifications:

The submission shall include a general description of the firm and its background as it relates to this project. Specific information regarding the firm and staff shall be submitted and include:

- Information regarding the firm's previous experience with similar or related projects, performed within the last 5 years, including a brief description of these projects and project staffing.
- Information on the firm's (including subconsultants, if applicable) previous experience successfully engaging communities.
- Information demonstrating the firm and staff capabilities to perform all aspects of this project.
- Information regarding the expertise and experience of staff person(s) assigned to work on the project. It should also contain specific proposed responsibilities of the project staff person(s).
- A description and organizational chart showing the structure of the proposer's team, inter-relationships, areas of responsibility and the names and current professional licenses of key personnel assigned to the project along with their areas of responsibility. Note: no substitutions to the proposed project team of the selected firm(s) can be made without the prior written approval of the Town .
- Information on the current and projected workload of key staff to be assigned to this project, including level and magnitude of involvement.
- The firm and staff qualification information for each sub-consultant, a description of the services the firm performed, as well as related projects and references, if sub-consultant is part of team.
- Three references including client name, address, contact person, telephone number, email, project start and end date as well as a project description. References should be for similar or related projects on which key staff that are proposed for this project have worked.

Project Approach:

The submission shall include a response to each task in the Scope of Services and identify how the requirements will be met. Each response will also include, but is not be limited to, a detailed statement of how the submitting firm intends to approach the work required.

Anticipated Schedule:

The submission shall include an anticipated schedule with the timeframe for each task incorporated. The submission shall demonstrate how the submitting firm will manage its responsibilities and work scheduled to be performed, including work of and with Town personnel.

Work Samples:

The submission shall include three recent work samples of access management plans/studies relevant to the Town's proposed scope of services in terms of corridor scale and study objectives. These examples should showcase the graphic communication and conceptual design skills of the project team. Work samples must show graphics and layout that can be performed by the consultant team listed in the proposal.

V. Submittal Process Details

Firm selection will be based on content, completeness, and presentation of information contained within the submittal package, consisting of the letter of interest, firm (prime and subconsultants)

and staff qualifications and relevant experience, project approach, anticipated schedule, and work samples related to preparing access management studies for comparable jurisdictions as detailed in the Evaluation Criteria section of this RFQ.

The Town of Wake Forest reserves the right to reject any responses to this RFQ that do not comply with the content and format of proposal requirements. The Town can also conduct discussions with any or all respondents. The Town accepts no financial responsibility for any costs or expenses incurred by any entity in responding to this RFQ. All submissions may be kept by the Town and may be disclosed to third parties at the Town's discretion.

VI. Questions and Clarifications

All questions shall be submitted to Brad West, Long Range Planning Manager, via email (bwest@wakeforestnc.gov), no later than 2:00 p.m. on Friday, February 24, 2023. Questions submitted later than this deadline will not be considered. An addendum with questions and answers, if necessary, will be published on the Town website by 5:00 p.m. on Monday, February 27, 2023.

VII. Statement of Qualifications Submittal

The deadline for firms submitting qualifications is 2:00 p.m. on Friday, March 10, 2023. No submissions or supporting documents will be accepted after this deadline. Submittals may be emailed to bwest@wakeforestnc.gov or delivered to:

Physical Acceptance Location
Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street, Ground Floor
Wake Forest, NC 27587-2901

Mailing Address
Town of Wake Forest Town Hall
Attn: Brad West, Long Range Planning Manager
301 South Brooks Street
Wake Forest, NC 27587-2901

Submittal packages should be enclosed in a sealed envelope marked **REQUEST FOR QUALIFICATIONS # 22-0004 –TOWN of WAKE FOREST S MAIN ACCESS MANAGEMENT STUDY** to the attention of Brad West, Long Range Planning Manager. All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.

VIII. Anticipated Schedule

- 02/24/2023: Questions and clarifications deadline
- 02/27/2023: Questions and clarifications response
- 03/10/2023: Submission deadline
- 03/13/2023 – 03/24/2023 Selection committee review of submittals
- 04/03/2023 – 04/07/2023: Virtual interviews conducted with selected consultants, if necessary
- 04/14/2023: Highest ranked firm notified
- 05/05/2023: Contract finalized
- 05/16/2023: Board of Commissioners Contract approval
- 06/01/2023: Project commences

IX. Selection Process

This RFQ provides information necessary to prepare and submit qualifications for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Statements of Qualifications. This committee will review each qualification submittal and rank the submittal based on the criteria requirements specified within this RFQ. The Town may invite firms for interviews, but this is not a required step in the selection process. At the conclusion of the interviews (if held), the selection committee will rank the firms based on the selection criteria and the interviews. The Town will provide written notification to all firms regarding final selection by May 5, 2023.

Upon completion of the selection process, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. By submitting their Statement of Qualifications in response to this RFQ, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the "most qualified" firm may require subjective judgments by the Town.

X. Evaluation Criteria

1. Qualifications of the Firm: Outline and specify the qualifications of the firm to provide the requested services as outlined in the scope of work. This shall include any sub-consultants that may be part of the team, if applicable. (20%)

2. Overall Qualifications of the Project Manager and Project Team: Clear identification of the project manager and team personnel that will be assigned to the project. This section shall include the demonstrated project management and quality control methods employed by the team. (25%)

3. Project Approach and Project Understanding: Preference shall be afforded to those firms that, in the opinion of the selection committee, will be able to adequately respond to requests for consultation meetings or project administration requirements, and firms having a detailed understanding of the project scope and requirements, and firms proposing a reasonable and achievable timeline. (20%)

4. Graphic Communication Skills. Work samples showcase an excellent use of graphics, charts, maps, etc. that easily and aesthetically communicate the technical report and conceptual design. (20%)

5. Relevant Experience. Demonstrate relevant work experience with access management plans in comparable communities. (15%)

APPENDIX A

I. General Contract Terms and Conditions

- The selected firm will report directly to the Town of Wake Forest. The selected firm is to administer the contract and to ensure that all work is performed in accordance with the contract requirements. The selected firm will be responsible for providing engineers, technicians, and sub-consultants with the appropriate skills and qualifications to ensure contract compliance. The firm will be directly responsible for oversight of the project for the Town.

- The selected firm will be notified by the Town and will enter contract negotiations for receiving this work. A professional services agreement will be negotiated with the selected contractor based on the proposed scope of work outlined in their proposal.

II. Communication:

All communication of any nature with respect to this RFQ shall be addressed to the project manager identified earlier in this RFQ. The prospective firms and their staffs are prohibited from communicating with elected Town officials, Town staff, and any selection committee member regarding this RFQ or submittals from the time the RFQ was released until the selection results are publicly announced. Violation of this provision many lead to disqualification of the firm's proposal for consideration.

III. Conflict of Interest Statement:

By submission of a response, the firm agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of firm's services, and (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Town. Firms shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the Town, in consultation with legal counsel, may reject their proposal.

IV. Changes in Personnel:

Changes to personnel on project team(s), particularly a project manager, are to be avoided wherever possible. The selected firm must request in writing to the Town for all changes to project team members. The Town will consider requests and may accept the new personnel changes, or

may deny the request and consequently, the selected firm may no longer be considered for Planning and Design Services with the Town.

V. Trade Secrets and Public Records:

Records received by the Town in response to the Request for Qualifications are public records and subject to public inspection and copying. The Public Records law (N.C.G.S. 132-1 et seq.) authorizes the Town to withhold from public inspection and copying legitimate and properly marked 'trade secrets'. Note that to protect a 'trade secret' detail requirements must be met, such as:

- It is a "trade secret" as defined in G.S. 66-152(3); and
- It is the property of a private "person" as defined in G.S. 66-152(2); and
- It is disclosed or furnished to the Town in connection with a bid or proposal; and
- It is marked as "confidential" or as a "trade secret" at the time of its initial disclosure to the Town.

VI. Submittal Ownership/Costs:

All responses, inquiries or correspondence relating to this Request for Qualifications will become property of the Town of Wake Forest when received. Drawings, tracings, specifications, reports, models, computer discs, renderings, copyrights, and all other documents to be prepared and furnished by the firm pursuant to specific projects undertaken by the successful proposer, are the sole property of the Town of Wake Forest, whether the project for which they are made is executed or not, and may be used by the Town of Wake Forest as they see fit. If such documents are used on another project or for another purpose by the Town of Wake Forest, the firm shall not be responsible for such use, and shall not receive additional compensation. All costs for development of the written submittal and the oral presentation are entirely the obligation of the firm and shall not be remunerated in any manner by the Town of Wake Forest.

VII. Non-Warranty of Request for Qualifications:

Due care and diligence has been used in preparing this RFQ. However, the Town shall not be responsible for any error or omission in this RFQ, nor for the failure on the part of the Firms to ensure that they have all information necessary to effect their submittals.

VIII. Acceptance/Rejection of Submittals:

The Town of Wake Forest reserves the right to accept or reject any or all submittals in whole or in part, with or without cause; to waive technicalities; or to accept submittals or portions thereof which, in the Town's judgment, best serve the interest of the Town.

IX. Equal Opportunity:

The selected firm will ensure that employees and applicants for employment are not unfairly discriminated against because of their race, color, religion, sex, national origin, disability or veteran status.

X. Americans with Disabilities Act (ADA) Compliance:

The Town of Wake Forest will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. The Town of Wake Forest will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town of Wake Forest programs will be available in the most integrated setting for each individual. If any accommodations are necessary for participation in any program or services, participants are encouraged to notify Town staff.

XI. Minority/Women/Small Business Enterprise:

It shall be the practice of the Town of Wake Forest Government to provide minority-owned, women-owned, and small business enterprises (collectively "M/W/SBE) as well as other responsible vendors with fair and reasonable opportunity to participate in Town of Wake Forest's business opportunities including but not limited to employment, construction development projects, and material/services, consistent with the laws of the State of North Carolina. The policy of the Town of Wake Forest prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, disability, or veteran's status. It is further the policy of the Town of Wake Forest to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

XII. Title VI:

The selected firm, during the performance of a contract for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest (hereinafter, "Town") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when a contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under a contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of a contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under a contract until the contractor complies, and/or
(b) cancellation, termination, or suspension of a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

XIII. Financial Capacity:

The selected firm must have financial capacity to undertake the work and assume associated liability.

XIV. Familiarity and Compliance with Laws, Regulations, and Ordinances:

The selected firm shall make itself aware of and comply with and shall cause each of its subcontractors to comply with, all applicable federal, state, and local laws and regulations.

XV. Insurance and Indemnity Requirements:

To the extent permitted by law, the selected firm agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Wake Forest, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Wake Forest, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the firm.

The selected firm further agrees to purchase and maintain during the life of any contracts entered into with the Town the following insurance with an insurance company acceptable to the Town of Wake Forest and authorized to do business in the State of North Carolina:

- Automobile: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 each person/$1,000,000 each occurrence.

- Comprehensive General Liability: Bodily injury and property damage liability insurance shall protect the firm from claim of bodily injury or property damage which arises from operations of a contract. The amounts of such insurance shall not be less than $1,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for product/completed operations and contractual liability assumed under the indemnity provision of a contract. The Town of Wake Forest shall be listed as an "Additional Insured".

- Firm's Professional Liability: In a limit of not less than $1,000,000.

- Workers' Compensation and Occupational Disease Insurance:
  1. Coverage A – Worker's Compensation: Meeting the statutory requirements of the State of North Carolina.
  2. Coverage B – Employer's Liability: $1,000,000 each accident / $1,000,000 disease – each employee / $1,000,000 disease – policy limits.

Certificates of such insurance with the Town of Wake Forest listed as Certificate Holder will be furnished to the Town of Wake Forest Purchasing Manager and shall contain the provision that the Town of Wake Forest be given thirty (30) days written notice of any intent to amend or terminate by either the firm or the insuring company.

Randy Driver, Purchasing Manager
rdriver@wakeforestnc.gov
919.435.9474
Town of Wake Forest

234 Friendship Chapel Road
Wake Forest, NC 27587

XVI. Vendor Registration:

The selected firm must be registered with the Town to receive payment for services and/or supplies provided under any Town contract.

XVII. E-Verify:

The selected firm shall comply with requirements of Article 2 of Chapter 64 of North Carolina General Statutes and shall require each of its subcontractors to do so as well.

XVIII. Iran Divestment Act:

The selected firm shall certify 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. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of a contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

XIX. Divestment from Companies that Boycott Israel:

The selected firm shall certify 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. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of a contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

XX. Notifications

Addenda Notice:
It is the respondent's responsibility to ensure that all addenda have been received. Please visit https://www.wakeforestnc.gov/finance/purchasing-warehouse/bids-announcements for the most current information. An addendum with questions and answers, if necessary, will be published on the Town website by 5:00 p.m. on Monday, February 27, 2023.