



TOWN *of*
WAKE FOREST

REQUEST FOR QUALIFICATIONS (RFQ # 24-0003)

for the

TOWN OF WAKE FOREST SUSTAINABILITY PLAN

DATE ISSUED

Monday, February 10, 2025

QUESTIONS AND CLARIFICATIONS DUE DATE

Friday, February 21, 2025

5:00 p.m. EST

DUE DATE

Friday, March 7, 2025

2:00 p.m. EST

E-Mail Address for Questions, Clarifications, and Submittal

kgrace@wakeforestnc.gov

E-Mail Address Submittal (Required)

kgrace@wakeforestnc.gov

Physical Acceptance Location and Mailing Address (flash drive only)

Town of Wake Forest Town Hall
Attn: Kari Grace, Projects and Programs Manager
301 South Brooks Street, Ground Floor
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 proposals from firm(s), organization(s), and/or team(s) qualified to provide professional services in its effort to draft a Sustainability Plan. This project would focus on developing practical policies focused on both organizational and community-wide sustainability – meaning, policies that meet the needs of the present, without compromising the ability of future generations to meet their needs. Specifically, this project should include, but not be limited to, policies focused on energy, protection of natural ecosystems, resiliency, land use, mobility, waste management, and water quality.

The Town seeks to identify qualified consultants who have robust knowledge in sustainability planning, Adobe InDesign, Adobe Illustrator, and GIS, as well as experience developing quality graphics. All respondents to this Request for Qualifications (RFQ # 24-0003) 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 close to 60,000 residents.

Relevant Documents:

[2022 Community Plan](#)

The Community Plan and Future Land Use Map is Wake Forest’s comprehensive land use plan that creates a long-term vision for the Town to implement over the next 10 to 20 years. The Community Plan outlines the critical steps essential to ensure future growth and development in the Town aligns with the community’s priorities. The Community Plan provides high-level guidance on sustainable development policies that aim to reduce car dependency, improve walkability, promote green building techniques, and encourage green infrastructure.

[2019 Comprehensive Transportation Plan \(CTP\)](#)

The Comprehensive Transportation Plan (CTP) provides a vision for the future of multi-modal transportation in Wake Forest. The document is intended to guide significant investments in transportation infrastructure and services over the next 20 years. The Plan is also an integral part of the Town’s development review process, as it determines the extent of required infrastructure improvements for new development. These required improvements are largely communicated

through maps, tables, and cross-section drawings. The CTP prescribes a balanced approach to transportation, recommending a multi-modal network for Wake Forest, not solely relying on personal vehicles. Specifically, the Plan calls for an extensive greenway network, multi-use paths, regional commuter rail, and robust local transit. Please note, this Plan is currently undergoing an update.

[2023 Wake Forest Public Transit Plan](#)

The Wake Forest Public Transit Plan analyzes various alternatives for public transit in Wake Forest, including fixed-route bus transit and on-demand microtransit. As of October 1, 2024, the Town suspended its local fixed-route bus service and replaced it with an on-demand microtransit service, which has resulted in a substantial increase in transit ridership.

[2024 Wake Forest Parks, Recreation, and Cultural Resources Master Plan \(PRCRMP\)](#)

The Wake Forest Parks, Recreation, and Cultural Resources Master Plan (PRCRMP) is a visionary Plan that is intended to guide the growth and operations of Wake Forest's Parks, Recreation, and Cultural Resources Department's facilities and programming over the course of five years. The Plan offers guidance on community health & wellness, equitable access to recreational and natural resources, preservation of priority greenspaces, sustainable practices for facilities and programming, ecological connectivity, and community stewardship.

[2013 Urban Forestry Management Plan](#)

The Urban Forestry Management Plan was adopted to assess the Town's urban forestry resources and program, set urban forest goals and priorities, and identify methods, resources, and personnel necessary to achieve the goals. This plan is scheduled to undergo an update.

[2023 Wake County Land Cover Analysis and Tree Canopy Assessment](#)

Wake County completed a county-wide analysis and assessment of land cover and tree canopy as it existed in 2020. The report is intended to serve as a resource for using data to measure land cover impacts and identify opportunities.

[2024 Wake County Multi-Jurisdictional Hazard Mitigation Plan](#)

The Multi-Jurisdictional Hazard Mitigation Plan includes hazard risk assessment, capability assessment, hazard mitigation strategies, and hazard mitigation action plans.

Watershed Studies

There are several protected and critical watershed areas within Wake Forest's jurisdiction that have been studied or are currently being studied – [Smith Creek Watershed](#), [Toms Creek Watershed](#), Richland Creek Watershed, and [Horse Creek Watershed](#), along with specific flood prone neighborhoods and [downtown Wake Forest](#). These studies address water quality, stream health, infrastructure, and flooding/drainage and include recommended capital projects. The Town is also a member of the Upper Neuse River Basin Association ([UNRBA](#)) and is a participant in their

Interim Alternative Implementation Approach (IAIA), which requires contributions to water quality and water quantity projects.

2022 Solid Waste Management Plan

The Five-Year Plan for the Solid Waste Division is a guideline for goals and objectives for the solid waste department over a span of five years. The plan provides insight to potential departmental growth, goals for currently existing programs, goals for community program development, and forecasting needs as the community continues to increase service needs for solid waste management. This plan is limited to the programs and efforts that are controlled within the community and is not largely inclusive of external factors that may impact the solid waste program within the Town.

II. Scope of Services

The Sustainability Plan should include the following work tasks and information. Alternative services and deliverables may be proposed on evidence of the need to meet the purpose of the RFQ. Proposals that do not include all tasks will not be considered.

Task 1 – Project Initiation

- Develop an estimated timeline for the duration of the project. The timeline should include project phasing for primary tasks, key deliverables, 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 including time for staff reviews of drafts.
- Hold a kick-off meeting with Town of Wake Forest staff to review timeline, scope, administrative procedures and share information about potential issues and areas of concern.
- Hold bi-weekly progress meetings with the Project Manager.
- Provide monthly invoice and progress statements with tasks outlined and percentage complete listed.

Task 2 – Community Engagement and Outreach

- Identify how all stakeholders will be engaged.
- Include both traditional and non-traditional outreach methods.
- Identify public, non-profit, or other entities to engage with throughout this planning process.
- Identify key themes or principles from the public outreach.
- Prepare Plan related outreach materials.
- Present to the Planning Board and Board of Commissioners at key project benchmarks, Planning Board recommendation, and Board of Commissioner adoption meetings.

- Engagement should occur throughout the course of the project.

Task 3 – Existing Conditions Analysis

- Identify and review existing plans, policies, and practices related to sustainability efforts, including relevant Town and Regional plan documents outlined in Section I: Background.
- Conduct a climate vulnerability assessment using reputable to determine climate risks and potential climate changes (e.g. high heat index and potential extreme cold weather days, floodplain conditions, weather and rainfall pattern shifts etc.) that are and could impact the community and Town operations to inform adaptation and resiliency strategies.
- Conduct a greenhouse gas inventory using reputable data to establish a baseline of both community-wide and municipal emissions to inform climate mitigation strategies.
- Prepare analysis on demographic, and socio-economic trends in and around Wake Forest using primary, reliable sources and illustrated with charts, graphs, and graphics.
- Conduct a gap analysis on the Town’s current level of sustainable practices in comparison with best practices from peer communities.

Task 4 – Vision and Goals

- Define the Plan’s purpose.
- Create a unified Plan vision with supporting goals based on analysis, public outreach themes or principles, and local, regional, and state initiatives.

Task 5 – Recommendations and Strategies

- Formulate short and long-term recommendations and strategies that are linked to the key themes or principles.

Task 6 – Implementation

- Summarize recommended policies in an implementation table/matrix.

Task 7 – Final Draft and Adoption

- Prepare final draft of Sustainability Plan with all components.

Reviews

Each phase of the project will be subjected to a multi-stage review process. Town staff will review the drafts and advise the consultant of needed changes. Each task or phase within a task may include up to three staff reviews of materials and deliverables. Once staff review the compiled plan is completed with revisions incorporated, the consultant will be advised to produce a draft for presentation to the Board of Commissioners and the Planning Board for adoption consideration. This stage consists of a minimum of three public meetings. Following the Board of Commissioners

and Planning Board presentations, up to two additional review cycles may be necessary to incorporate any recommended changes during the adoption process.

Documents

Document Layout and Data

The Sustainability Plan shall be a user-friendly and image-rich document. This includes hyperlinked references within the document and to external resources for ease of use. Data used within the Sustainability Plan and any reports or presentations should be properly cited and presented in a clearly understandable manner.

Media and File Formats

Reports shall be delivered to the Town in their native format(s) (current software version) and Adobe PDF format. Reports distributed to stakeholders or placed on the internet for public access will be in Adobe PDF format. Presentations shall be produced and delivered in Microsoft PowerPoint, and public versions will be delivered in Adobe PDF format. Images and figures used for public outreach shall be produced by the consultant. Reports are to be dated and identified as either draft or adopted, as appropriate. Submittal of final documents shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

III. Content and Format of Proposal Package

Firms submitting proposals 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 a proposal based on the responses as submitted or elect to conduct interviews with firm(s) 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 # 24-0003 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 in sustainability policies.
- Information on the firm's (including subconsultants, if applicable) experience developing sustainability plans.
- 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 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 sustainability plans or studies relevant to the Town's proposed scope of services in terms of scale and objectives. These examples should showcase the graphic communication and writing skills of the project team. Work samples must show graphics and layouts that can be performed by the consultant team listed in the proposal.

Media and File Formats:

All proposal documents shall be delivered to the Town in Adobe PDF format.

IV. 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.

V. Questions and Clarifications

All questions shall be submitted to Kari Grace, Projects and Programs Manager, via email (kgrace@wakeforestnc.gov), no later than 5:00 p.m. on Friday, February 21, 2025. 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 Wednesday, February 26, 2025.

VI. Submittal

The deadline for submittals is 2:00 p.m. on Friday, March 7, 2025. No submissions or supporting documents will be accepted after this deadline. Submittals shall be emailed to kgrace@wakeforestnc.gov or flash drive delivered to the address below. The email subject line for

the submittal package shall be labeled **REQUEST FOR QUALIFICATIONS – WAKE FOREST SUSTAINABILITY PLAN**. Physical delivery shall be a flash drive only, enclosed in an envelope marked **REQUEST FOR QUALIFICATIONS – WAKE FOREST SUSTAINABILITY PLAN**. All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.

Physical Acceptance Location and Mailing Address (flash drive only)

Town of Wake Forest Town Hall
Attn: Kari Grace, Projects and Programs Manager
301 South Brooks Street, Ground Floor
Wake Forest, NC 27587-2901

VII. Anticipated Schedule

- 02/10/2025 RFQ # 24-0003 Release.
- 02/21/2025: Questions and clarifications deadline.
- 02/26/2025: Questions and clarifications response posted online.
- 03/07/2025: Submission deadline.
- 03/10/2025 – 03/27/2025: Selection committee review of submittals.
- 04/02/2025 – 04/11/2025: Virtual interviews conducted with selected consultants, if necessary.
- 04/14/2025: Highest ranked firm notified.
- 05/20/2025: Contract approved; non-selected firms notified.
- 05/21/2025 – 05/28/25: Contract finalization.
- 05/29/2025: Project commences.

VIII. Selection Process

This RFQ provides information necessary to prepare and submit proposals for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted proposals. 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 intends to notify the selected consultant on April 14, 2025.

Upon completion of the selection process, the highest ranked firm may be asked to submit a revised fee proposal to begin contract negotiations for a fair and reasonable price. By submitting their 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.

IX. 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. (20%)
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 Design and Formatting Skills. Work samples showcase an excellent use of format design, graphics, charts, maps, etc. that easily and aesthetically communicate content. (20%)
5. Relevant Experience. Demonstrate relevant work experience with sustainability policies and planning. (20%)

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 may 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 have 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 affect 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 become 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. The last date for addendums to be posted will be 02/28/25 at 5:00 pm. Please visit <https://www.wakeforestnc.gov/finance/purchasing-warehouse/bids-announcements> for the most current information.