TOWN *of*
WAKE FOREST

TOWN OF WAKE FOREST PARKS, RECREATION,
AND CULTURAL RESOURCES DEPARTMENT

REQUEST FOR PROPOSALS
RFP #0002-FY27-PRCR
ATHLETIC LEAGUE OFFICIALS FOR YOUTH AND ADULT ATHLETICS

DATE ISSUED
November 2, 2026

PROPOSAL DUE DATE
November 30, 2026
2:00 p.m.

RFP Notice

The Town of Wake Forest Parks, Recreation & Cultural Resources Department (WFPRCR) is seeking proposals to provide officiating services for its youth and adult athletic leagues.

DATE ISSUED
November 2, 2026

QUESTIONS DUE DATE
November 9, 2026

ADDENDUM POSTED
November 16, 2026

PROPOSAL DUE DATE
November 30, 2026
2:00 p.m.

E-Mail Addresses for Questions, Clarifications, and Submittal

Hollie Aldridge, Purchasing Supervisor
919-435-9489 or haldridge@wakeforestnc.gov
with any questions regarding the proposal procedure.

Edward Austin, Athletics & Aquatics Manager
919-435-9562 or eaustin@wakeforestnc.gov
with any technical/operational questions regarding this proposal.

SCOPE OF SERVICES

1. Contractor agrees to provide qualified athletics officials as designated by the Town of Wake Forest Parks, Recreation and Cultural Resources Department ("WFPRCR"), for youth baseball, youth softball, adult softball, and youth basketball leagues. Contractor will represent and warrant that Contractor has obtained any necessary permits and paid all fees and taxes and is duly qualified to provide the services called for herein. A contractor may propose changes to scope of services or suggest other procedures based on the historical data and experience of the Contractor.

2. The Contractor will provide trained and qualified sports officials for each game as specified by WFPRCR. Should WFPRCR Athletics staff request additional officials per game, the additional officials will be paid the same rate as other officials assigned to the game(s).

3. Officials will administer all games according to the current NC High School Athletic Association/National Federation of High School Athletics (NCHSAA/NFHSA) rules and any local rules as defined.

4. All officials shall adhere to the uniform standards set by the current NCHSAA/NFHSA rules.

5. Contractor will schedule officials for no more than 4 games on the same day. The Town of Wake Forest and contractor may agree to grant exceptions to this requirement in special situations.

6. The contractor will conduct background screenings for all officials on a yearly basis, which shall follow Town of Wake Forest standards and make such records available for WFPRCR staff review upon request.

7. The Contractor shall appropriately train all officials prior to assigning them to games. Contractor must describe specific training required of both veteran and new officials on bid.

8. Officials must be at least 18 years old and may not officiate in any league in which they or an immediate family member participates as a player, coach, or assistant coach (officials under 18 must be pre-approved by WFPRCR Athletics staff and must work in conjunction with an experienced official).

9. WFPRCR will provide the Contractor with a schedule of games requiring sports officials a minimum of ten (10) days in advance of the games for which the official(s) are needed. **In the event of cancelations, WFPRCR staff will reschedule game(s) and notify Contractor of the rescheduled dates in a timely manner.** ***Note that in some cases, the rescheduled game(s) may be for the next calendar day.***

10. The Contractor will provide the name, contact phone and email address of an "on call" individual that can respond to emergency service requests in a timely manner, along with the name, contact phone and email address of an alternate "on-call" individual in the event the primary "on-call" representative cannot be contacted.

11. WFPRCR will provide printed local rules (to be held by game site staff) for the officials to review prior to the game(s).

12. Should a player or coach be ejected from a game, the game officials must complete an ejection report and send via email to Contractor and specified WFPRCR staff upon the completion of games on the day of ejection(s).

13. If more than one set of sports officials are scheduled due to multiple games, officials are to stay at the facility until the next set of officials arrive. In cases where the next set of officials do not arrive as scheduled, the set of officials that called the last game shall be expected to start the next scheduled game and remain on site until the next set of scheduled officials arrive. If replacements do not arrive, the set of officials that called the last game will be expected to complete the remainder of the games scheduled for that date/site.

14. WFPRCR reserves the right to move officials to alternate sites in the event officials are late or fail to show for an assigned scheduled game. A reasonable attempt will made to coordinate these changes with the Contractor or the Contractor's on-call individual.

15. WFPRCR reserves the right to refuse the services of an official for cause. Cause shall include but is not limited to an official being deemed unfit for service for having been tardy or late three or more times in a season, use of profanity or any unprofessional behavior or conduct.

16. WFPRCR Athletics Staff may request an evaluation based on observation of any official following complaints regarding conduct, professionalism, or interactions with coaches, players, or participants, outside of game-rule enforcement. The Contractor shall submit written findings within five (5) business days and shall not assign the official to WFPRCR games until the investigation is complete. When warranted, the Contractor shall document any disciplinary or corrective action taken and provide steps to prevent similar incidents from recurring. WFPRCR shall be notified of the actions taken and any recommended follow-up measures to ensure continued accountability and appropriate conduct by officials.

17. WFPRCR Athletics Staff will utilize the RAINED-OUT text messaging site to communicate information regarding game cancellation. Cancellation of games because of inclement weather or other conditions is determined by 4:30 p.m. on weekdays and by 7:30 a.m. on weekends. Contractor shall be responsible for informing officials of any cancelations. On-site cancelation decisions will be made by Contractor's officials in conjunction with WFPRCR Site Supervisor, Athletics Specialist, or Athletics & Aquatics Manager.

18. If a game is cancelled for any reason except forfeiture, and the Contractor is not notified in the timely manner described above, official(s) will be paid the fee for working one game. The official(s) must physically appear at the facility and prepared to work by game time in order to be paid for the cancelled game.

19. Contractor will be paid the full fee for all games forfeited for which its officials are on time prior to game forfeiture and will not be required to work practice games during the scheduled time of the forfeited game. (EXCEPTION) If booking agent is contacted for a known forfeit prior to 4:00pm on game day for weeknight games and by 5:00 p.m. the day before for weekend games, WFPRCR will not pay for the officials for the game if that game is the first or last game scheduled.

20. WFPRCR will not pay for any rescheduled games that are cancelled because of contractor failure to provide officials for scheduled games, or a result of officials' error.

21. Contractor will submit bi-weekly invoices, which must include detailed information regarding services provided.

22. WFPRCR operates athletic leagues throughout the year. The chart below includes game counts based on previous season averages.

Staff Requirements

BASEBALL	Games	Officials/Game	Time Limit (minutes)	Seasons Spring/Fall	Days/Nights of play determined seasonally
Senior League ages 15 – 17	40	2	100	March – June August – October	Monday – Saturday
Junior League ages 13 – 14	80	2	100	March – June August – October	Monday – Saturday
Little League ages 11 – 12	100	2	90	March – June August – October	Monday – Saturday
Minor League ages 9 – 10	100	2	75	March – June August – October	Monday – Saturday
Rookie League *machine pitch* ages 7 – 8	100	1	60	March – June August – October	Monday – Saturday
SOFTBALL	**Games**	**Officials/Game**	**Time Limit (minutes)**	**Seasons Spring/Fall**	**Days/Nights of play determined seasonally**
Adult Leagues	320	2	60	March – May June - August August – October	Monday – Friday
Youth Fast Pitch ages 9 – 17	80	2	100	March – June August – October	Monday – Saturday
Rookie League *machine pitch* ages 7 – 8	100	1	90	March – June August – October	Monday – Saturday
BASKETBALL	**Games**	**Officials/Game**	**Time Limit (minutes)**	**Season**	**Days/Nights of play determined seasonally**
age 7 and above	440	2	60	November – March	Monday – Saturday
ages 5 – 6	70	1	60	November – March	Monday – Saturday

Contractor must ensure that officials are on site and prepared for play prior minimum of fifteen (15) minutes to game time. Fee Term Penalties shall be based upon officials who are not on site and prepared for play prior to the game time as indicated in this Request for Proposals.

Fees Defined:
(a) Tardy Fee: An official who arrives less than 15 minutes prior to start time will result in the Contractor being assessed a Tardy Fee Penalty as defined in the chart below.
(b) Late Fee: Officials that arrive 15 minutes after the official game start time will result in the Contractor being assessed a Late Fee Penalty as defined in the chart below.
(c) Absent Fee: Officials that arrive more than 30 minutes after the official game start time will result in the Contractor being assessed the One Official (Absent) Fee as defined below.
(d) Other fee penalties for combinations of tardy/late and no shows are described below.

Penalties/Deductions

Tardy Fee (1 official tardy)	Contracted per-game fee, less 10%
Late Fee (1 official late)	Contracted per-game fee, less 25%
Tardy Fee (2 officials tardy)	Contracted per-game fee, less 35%
Late Fee (2 officials late)	Contracted per-game fee, less 50%
Tardy/Late Fee (combination of 1 tardy/1 late)	Contracted per-game fee, less 35%
One Official (game is officiated with only 1 official)	Contracted per-game fee (1 official)
Two Officials (Absent)	No payment for current game(s) + makeup game(s) conducted at the expense of Contractor

Evaluation Criteria

Evaluation Criteria Percentage Value

- **Understanding of Scope & Requirements (35%)**
  Applicants should specifically describe how they will manage and provide services listed in the Scope of Work.
- **Team Qualifications (25%)**
  Contractors will be evaluated on the basis of experience in performing similar services. Comparable service contracts will be used to assist in this evaluation.
- **Project Cost (20%)**
  Preference will be given to firms whose annual cost is within the budgeted amount.
- **References (15%)**
  The Contractor will be evaluated on the references included in this RFP.
- **Legal History (5%)**
  Contractors will be evaluated on their legal history for the last 10 years.

Project Understanding

Provide a succinct description of the process and services that would be delivered based on the Scope of Work section of this RFP.

Team Organization and Qualifications

1. Identify the lead staff person and their qualifications.
2. Brief description of organization and other key team members involved with this proposal including members who have worked on similar contracts.
3. Identify location of all members working on this project including current contact information and titles for each member.

Work Samples

Provide digital copies of two (2) comparable service contracts that most closely match the services desired in this RFP. The example should be from the last five (5) years and include degree of involvement, staff involved, challenges and solutions.

References

Three (3) references including client name, address, contact person, telephone number, email, contract start and end date (if applicable) as well as a description of services provided. References should be for similar or related contracts on which key staff that are proposed for this submittal have worked.

Legal History

Include a history of litigation and disputes including any pending litigation, arbitration, and disputes. Include results of past litigation, disputes, and arbitration for the last 10 years.

Submittal

Submittal Process Details

A selection team will evaluate the submittals and will make recommendations based on the responses as submitted and may choose to conduct interviews with proposers prior to recommending a Contractor.

Proposals are due no later than Monday, November 30, 2026 @ 2:00 p.m.

Proposal submitted after the deadline will not be considered. Proposals must be submitted via USPS or other delivery methods (UPS, FedEx, etc.) Proposals may be hand delivered between the hours of 8:00 a.m. and 2:00 p.m. to Hollie Aldridge at the address listed below. Charges not included in the proposal will not be considered in the contract.

Return proposal, **refer to RFP#: 0002-FY27-PRCR for Athletic League Officials for Youth and Adult Athletics on the envelope and deliver proposal to:**

Town of Wake Forest
Hollie Aldridge, Purchasing Supervisor
Athletic League Officials for Youth and Adult Athletics
RFP #0002-FY27-PRCR
234 Friendship Chapel Road
Wake Forest, NC 27587

There will not be a public opening of proposals.

RFP package shall be submitted on 8 ½" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The package submitted shall not exceed twenty (20) pages double-sided (front/back covers, Table of Contents, and tab pages are excluded from these totals). The RFP package must include a Cover Letter. Submissions must be clear, succinct and exclude any addendum attachments. Only complete submittals will be considered for evaluation. Proposals, along with any supporting documentation will become part of the public record.

RFP packages may be opened by The Town of Wake Forest at any time after the submission deadline. All submissions satisfying the requirements of this RFP will be evaluated to establish which best fulfills

the needs of The Town of Wake Forest. The Town of Wake Forest anticipates entering into a contract with one of the firms submitting an RFP to execute the proposed work.

This RFP, however, does not commit the Town of Wake Forest to award a contract, or pay any cost incurred in the preparation of the submittal. The Town of Wake Forest reserves the right to accept or reject any and all submittals received as a result of this request, to negotiate with all qualified firms or to cancel this RFP, if it is in the best interest of The Town of Wake Forest.

Selection Process

This RFP provides information necessary to prepare and submit qualifications for consideration and ranking by Town staff. The selection team will review each submittal and rank them based on the criteria requirements specified within this RFP. The Town may invite agencies for interviews, but this is not a required step in the selection process.

At the conclusion of the interviews (if held), the selection team will rank the agencies based on the selection criteria and the interviews. Following the of all required information, the Town's Contract Approval process will be initiated.

By responding to this RFP, respondent accepts the evaluation process as outlined, acknowledges, and accepts that determination of the "most qualified" Contractor may require subjective judgments by the Town.

Contract Award

Award of RFP will be to the Proposer that offers the best overall proposal including pricing and services offered. The proposal will be based on total proposal price and services overall. The awarded Proposer will be expected to comply with the Town of Wake Forest Service Terms and Conditions included in the RFP. The Town of Wake Forest reserves the right to reject any or all proposals and to make the award as deemed to be in the best interest of the Town of Wake Forest.

Upon completion of the selection process, the selected Contractor will be asked to finalize their fee proposal.

Contract Period

The term of this contract will be for three (3) years upon award of contract, and the Town reserves the option to renew for two (2) one (1) year increments unless otherwise terminated as provided herein. Unless terminated by either party it is agreed that the terms of the contract will continue on a monthly basis should the current term expire prior to renewal. Contract prices must be firm for the contract period, unless stipulated otherwise in this proposal. The Contract Administrator will be the Athletics & Aquatics Manager or their designee. The contract start date will be March 1, 2027. A Sample Service Contract and its terms and conditions are included in this RFP.

Contract Termination

Failure to perform contractual commitments may result in contract termination by the Town of Wake Forest. Should termination of the contract be deemed necessary by Town staff prior to the end of the contract period, Contractor will be notified in writing and shall be paid only for services previously provided. If Contractor wishes to cancel the contract, the Town of Wake Forest must be notified in writing a minimum of 30 days prior to cancelation of services.

General Comments

Any cost incurred by respondents in preparing or submitting this Request for Proposals shall be the submitter's sole responsibility.

SAMPLE SERVICE CONTRACT

TOWN of WAKE FOREST

TOWN OF WAKE FOREST – SERVICE CONTRACT, TERMS & CONDITIONS

CONTRACTOR: «Svcs_Contractor»
SUBJECT OF CONTRACT: «Svcs_Subject_Contract»
DATE of CONTRACT: «Svcs_Date_Contract»
TERM of CONTRACT: «Svcs_Date_Begin» to «Svcs_Date_Begin»
COMPENSATION: $ «Svcs_Compensation»
DEPARTMENT: «Department_1»

THIS AGREEMENT ("Contract" or "Agreement" is made and entered into on «Svcs_Agreement_Month» «Svcs_Agreement_Day», 20«Svcs_Agreement_Year», by the Town of Wake Forest ("Town") and the contractor named above ("Consultant" or "Contractor"), organized and existing under the laws of the State of North Carolina.

Services to be performed: Services shall be performed according to the Terms and Conditions contained herein and as described by Attachment 1 and any other attachment, said attachment(s) being attached hereto and fully incorporated herein.
Payment: the Town shall pay $«Svcs_Compensation» total for services rendered.

INSURANCE

Contractor shall maintain, at its sole expense throughout this Contract, the insurance coverages and limits described herein on a primary and non-contributory basis. These insurance requirements and any Town review or acceptance of Contractor's insurance do not limit or qualify Contractor's liabilities or obligations under this Contract. The insurance requirements mandated herein are minimum requirements for Contractor and in no way limit the indemnity covenants contained in the contract. The Town in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of their work; Contractor is free to purchase additional insurance as necessary.
Workers' Compensation Insurance - Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97.

Employer's Liability Insurance. Contractor agrees to maintain the minimum recommended limit is $1,000,000 per each accident /$1,000,000 per each occupational disease and $1,000,000 policy limit.
Commercial General Liability - Contractor agrees to maintain commercial general liability insurance with limits of no less than $2,000,000 each occurrence and $4,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability. Town shall be named as additional insured as described below.
Commercial Automobile Liability – Contractor agrees to maintain commercial automobile liability insurance with limits of no less than $1,000,000 combined single limit – any auto. Coverage shall include liability for Owned, Non-Owned, and Hired automobiles. In the event Contractor does not own automobiles but performance under this contract requires the use of vehicles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy.

If – in the performance of this contract - a vehicle that can carry more than 12 persons (including driver) is being used by Contractor, the limits shall be increased to $2,000,000. This $2,000,000 limit may be achieved by utilizing an Umbrella or Excess policy with a per occurrence limit of $1,000,000.

Crime: crime coverage via a blanket crime policy of at least $100,000 per occurrence or comparable Fidelity Bond.

Umbrella or Excess Liability - Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor *agrees to endorse the Town as an 'Additional Insured' on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.*

Additional Insured. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the Town of Wake Forest as Additional Insured.

The Contractor shall disclose any self-insured retention and this is only allowed in lieu of coverage if pre- approved by Wake Forest's Safety and Risk Manager.

Primary and Non-Contributory Coverage. Insurance required to be maintained by the Contractor under this Agreement shall apply on a primary and non-contributory basis with respect to the Town, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Town shall be excess of and shall not contribute with Contractor's insurance.
Waiver of Subrogation Rights. Contractor and its insurers waive all rights of subrogation against the Town, its officers, officials, employees, agents, and volunteers for any claims arising out of Contractor's work under this Agreement. Contractor shall cause its insurers to endorse such waiver on all applicable policies required under this Agreement. This waiver shall apply regardless of whether the Town has received a specific waiver endorsement from Contractor's insurer.

Certificate of Insurance. Contractor shall provide proof of the required insurance coverage(s) in the form of an original current certificate of insurance presented by the Insured's agency before the Contractor is allowed to perform any work for the Town. The Certificate Holder is the Town of Wake Forest, Attn.: Safety and Risk Manager, 301 S. Brooks Street, Wake Forest, North Carolina, 27587.
Failure to Procure Coverage. In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Town has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by Town as a material breach of contract.

Claims Made Policies. If any of the required policies provide coverage on a claims made basis, the policy must have an extended reporting period/tail of at least two (2) years following the termination of the Contract. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Notice of Cancellation/Changes. Either the Contractor or its insurance agency shall provide thirty (30) days prior written notice to the Town in the event of cancellation or material changes, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Notice shall be sent directly to:

Attn: Safety and Risk Manager
Town of Wake Forest
301 S. Brooks Street Wake Forest, NC 27587

Town's Right to Terminate. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the contract without notice.

Non-Renewal or Cancellation. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the Town within five (5) business days with a copy of the non- renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

The Certificate Holder address should read:

Town of Wake Forest
301 S. Brooks Street
Wake Forest, NC 27587

Carrier Authorization. All insurance companies must be authorized to do business in North Carolina and be acceptable to the Town of Wake Forest's Risk Manager. The Town may increase, decrease or waive insurance limits at its sole discretion.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Town is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances. Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. TOWN shall give notice to Contractor of any such requirements prior to the execution of this contract, or within such reasonable time as TOWN becomes aware of the need for such additional or increased coverages.

Miscellaneous. The failure of the Town at any time to enforce the insurance provisions, to demand such certificates of insurance, or to identify a deficiency shall not constitute a waiver of those provisions, nor reduce obligations of the Contractor to maintain such insurance or to meet its obligations under the indemnification provisions. Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of the governmental immunity of the Town, which immunity is hereby reserved to the Town.

Other Terms and Conditions

1. Applicability. These Consolidated Terms and Conditions govern purchases and contracts with the Town of Wake Forest. Any attached Contractor/Vendor quotes or proposals are incorporated as a binding description of goods and services to be provided, but are otherwise for scope only if they contradict these Terms and Conditions. These Terms and Conditions govern agreements for performance, goods, services, participation in Town events (performers, food trucks, other vendors), or any combination thereof as may be required in the Contract.

2. Definitions: In this document, unless the context requires otherwise:
   A. "Town" means the Town of Wake Forest.
   B. "Contractor" or “Vendor” means the Contractor and any authorized Agent, Officer, Employee, or Sub-Contractor.
   C. "Contract" or "Agreement" means these terms and conditions and all attached documentation, all of which make up the binding agreement between the Town and Contractor.

3. Shipping and Delivery: All packages must bear the correct Purchase Order number on the outside of each package or shipping container. The Town of Wake Forest will not be responsible for any goods delivered without a Purchase Order, if applicable, having been issued. All prices must be F.O.B. Destination and delivered to the destination indicated on the Purchase Order. Where specific purchase is quoted or negotiated F.O.B. Shipping Point, the Contractor is to prepay the shipping charges and add them to the invoice. The risk of loss and damage to the goods which are the subject of this order shall be the Contractor's until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.

4. Health and Safety. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by the Occupational Safety and Health Administration (OSHA) and all other regulatory agencies while providing Services under this Contract. Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements, if requested.

5. Delay of Performance. Performance of services will start at the time stated in Attachment 1 unless otherwise agreed to in writing by the Parties. Time is of the essence with respect to all provisions of this contract that specify a time for performance.

6. Invoicing and Payment. All invoices must be sent by email to: accounts.payable@wakeforestnc.gov or mailed to the Town of Wake Forest, Accounts Payable, 301 S. Brooks Street, Wake Forest, NC 27587. All invoices must include a unique invoice number and the applicable Purchase Order number. Invoices for partial deliveries must be indicated as such. The Contractor must provide separate invoices for each Purchase Order number. The Town of Wake Forest is not exempt from State or County Sales Tax. Sales Tax will be paid from Contractor's invoice when submitted. The Town of Wake Forest is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request. Payment term discounts will be deducted as provided for on the Purchase Order or in accordance with the terms of the official quotation or bid. Net purchases will be paid 30 days from the date of the invoice, or upon acceptance of goods or services.

7. Licensing and Certification. Contractor must possess and maintain proof of current and valid professional certifications, licenses, or other credentials necessary to perform the services mandated by the Contract. Said certification, licenses, or credentials shall be provided to the Town within five (5) days of written request by the Town. The Town reserves the right to verify all certifications or licenses and to deny or terminate this agreement if such credentials are found to be invalid or expired.

8. Deadline. All documents required to be submitted to the Town of Wake Forest under this contract, including any insurance policies, must be received by the Town prior to performance.

9. Contract Modification. The conditions of this Contract cannot be modified except by written amendment signed by both Parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

10. Default and Remedies. Any rejected materials will be returned to the Contractor at the Contractor's risk and expense. In the event of a Contractor's failure to deliver or perform as specified, the Town reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Contractor agrees that the Town may return part or all of any shipment and may charge the Contractor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform. In case of default of the contractor, the Town may procure the articles or services from other sources and charge the Contractor damages for any excess costs or other damages caused by the default.

11. Indemnity. To the extent permitted by law, the Contractor 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 Contractor.

12. Compliance with Laws, Hold Harmless. It is agreed that the goods, materials, equipment, or services provided shall comply with all Federal, State or local laws, and that the Contractor shall defend actions or claims brought, and save harmless the Town, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws. In performing all of the Work, the Contractor shall comply with all applicable law.

13. Acceptance of Terms. The Town may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary. Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this document or attached to and made a part of this order.

14. Choice of Law and Forum. This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

15. Acceptance of Terms, Waiver, Severability. The Town may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary. Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this document or attached to and made a part of this order. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such

action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

16. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed in any way to stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

17. Assignment, Successors and Assigns: Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

18. No Third Party Right Created. This contract is intended for the benefit of the Town and the Contractor and not any other person.

19. Principles of Interpretation. In this contract, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

20. Public Record. Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the Town by the Contractor are subject to the public records laws of the State of North Carolina. It is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Town. Contractor understands and agrees that the Town may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

21. No pledge of taxing authority. The taxing power of the Town of Wake Forest is not pledged directly or indirectly to secure any monies due under this contract.

22. No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Wake Forest makes no other waiver of governmental immunity or any other defense or remedy available in law or

equity. If any provision of the Contract or Agreement is in violation of any legal, statutory, or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Wake Forest.

23. Conflict of Interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Wake Forest and the third parties regarding the subject matter of this Contract or Agreement.

24. Audit Rights. For all Services being provided hereunder, the Town shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, Contractor must make the materials to be audited available within one (1) week of the request for them.

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

26. Non-appropriation clause. Contractor acknowledges that the Town of Wake Forest is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of the Town of Wake Forest's obligations under this contract, then this contract shall automatically expire without penalty to the Town of Wake Forest thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Town of Wake Forest shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Town of Wake Forest's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Wake Forest's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Wake Forest upon written notice to Contractor of such limitation or change in the Town of Wake Forest's legal authority.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY (Sections 27-31)

27. Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND CONTRACTORS UNDER TOWN CONTRACTS.

28. Non-discrimination. The Town and Contractor, for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color,

creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this Contract, no matter how remote.

29. EEO Provisions. During the performance of this Contract the Contractor agrees as follows:

    A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

    B. The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

30. Title VI: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
    A. Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest 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.
    B. 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 the contract covers a program set forth in Appendix B of the Regulations.
    C. 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 this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
    D. 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.

E. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to: 1) withholding of payments to the contractor under the contract until the contractor complies, and/or 2) cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (a) through (f) of this Section 25 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.

31. E-Verify. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of the Contractor's knowledge, any subcontractors employed by them as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

32. Iran Divestment Act Certification. Contractor certifies that: a) 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; b) It will not take any action causing it to appear on any such list during the term of this Contract; and c) It will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

33. Divestment from Companies that Boycott Israel. Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

34. Quality and Workmanship. All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

35. Conflict in Terms or Other Documents. In the event of any inconsistency, conflict, or ambiguity between these terms and conditions and any other associated contract documents, the parties

agree that the terms and conditions of this document shall prevail unless otherwise agreed to in writing by the Parties.

36. Force Majeure:
    A. Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, 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, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
    B. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

37. Intellectual Property. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this Contract shall be the property of the Town. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of services under this Contract shall vest in the Town. Works of authorship and contributions to works of authorship created by the Contractor's performance of services under this Contract are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

38. Cancellation. The Town may terminate this Contract at any time by providing written notice to the Contractor. Contractor shall cease performance immediately upon receipt of such notice. In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the Town. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract.

39. Public Communication. Advertising. Except as permitted or required by this Agreement, and except as required by the North Carolina Public Records Act or any other applicable law or policy, both Parties agree that any public statements, social media posts, or other public communications regarding this contract or its cancellation shall not be made. To the extent any such public communications or posts are necessary, said public communications or posts shall be made in a professional and diplomatic manner. The Town values open communication, professionalism, and mutual respect in its relationships with its service-providers. Organizations contracting or otherwise associating with Town operations are encouraged to address concerns or feedback about Town operations through appropriate channels, including direct communication with the relevant Town department or representative. While the Town respects the constitutional rights of individuals and organizations to publicly express their views regarding matters of public concern, including through social media, service-providers are

expected to conduct themselves in a manner that supports a productive and respectful working relationship. Public statements that are not of public concern, or are knowingly false or defamatory, or that disclose confidential or proprietary information may be considered a breach of contract and subject to appropriate remedies as outlined in the agreement and in accordance with applicable law. This Section shall not be interpreted in a manner that unlawfully prohibits permissible speech. The Agreement and/or relationship among the parties shall not be used for any advertising purposes, including referrals or testimonials, by either party without the express written consent of the other party.

40. Notices. All notices and other communications required or permitted by the Agreement shall be in writing and shall be given either by personal delivery, fax or certified United States mail, return receipt requested, addressed as follows:

To the Town:
Attn: Town Manager
301 S. Brooks St.
Wake Forest, NC 27587

To Contracting Party(ies):
Attn: «First_Name» «Last_Name»
«Svcs_Address_1»
«Svcs_Address_2»
«Svcs_City», «Svcs_State» «Svcs_Zip»

Existence and Signature Warranties. Any party executing the Agreement as a corporate or other legal entity represents to the other parties hereto that such entity is duly organized, validly existing and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the State of North Carolina, and further that any such party executing the Agreement on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Agreement.

42. Miscellaneous.
    A. The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Contract, and will reimburse the Town for the replacement value of its loss or damage.
    B. The Contractor shall be considered an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture.
    C. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the Town.
    D. No oral statement made by the Parties shall apply hereto unless agreed upon in writing.
    E. Any other applicable documentation (such as a Request for Production) is fully incorporated into this Agreement and shall apply as written unless otherwise addressed herein.

43. Questions or Clarifications. Any questions regarding these Terms and Conditions should be directed to the Town's Purchasing Manager at (919) 435-9474 or purchasing@wakeforestnc.gov.

AUTHORIZED SIGNATURES and PRE-AUDIT CERTIFICATE

«First_Name» «Last_Name», «Contractor_Title»	**Date**
«Svcs_Sig_TOWF_Name», «Svcs_Sig_TOWF_Title»	**Date**
Town of Wake Forest Chief Financial Officer or Designee	**Date**



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

Attachment 1

Services to be performed:
«Svcs_Performed»

Start Date: «Svcs_Date_Begin»
Completion Date: «Svcs_Date_End»

Work Hours: any time between «Svcs_Work_Hours_Start» to «Svcs_Work_Hours_End»

Other Details:
«Svcs_Other_Details»

[end of Sample Service Contract]

RFP CONTINUES ON THE NEXT PAGE

Company Information and References
Town of Wake Forest
Athletic League Officials for Youth and Adult Athletics
RFP#: 0002-FY27-PRCR

Name of organization:	
Main contact:	
Mailing Address:	
Phone number(s):	
Email:	
Number of years in operation:	

BASEBALL

Senior League Baseball (2 officials required)	$ _____ per game (per official)
Junior League Baseball (2 officials required)	$ _____ per game (per official)
Little League Baseball (2 officials required)	$_____ per game (per official)
Machine Pitch Baseball (1 official required)	$_____ per game (per official)

SOFTBALL

Adult Slow Pitch Softball (2 officials required)	$ _____ per game (per official)
Youth Fast Pitch Softball (2 officials required)	$_____ per game (per official)
Machine Pitch Softball (1 official required)	$_____ per game (per official)

BASKETBALL

League age 7 and above (2 officials required)	$ _____ per game (per official)
5-6 year old league (1 official required)	$_____ per game (per official)

Please list with description any booking fee(s), whether included in per- game fees above or separately charged.	

Please identify any scope or other areas of the RFP that you will be unable/unwilling to comply or fulfill:	

Professional Reference #1: Name, position, company, phone #	
Professional Reference #2: Name, position, company, phone #	
Professional Reference #3: Name, position, company, phone #	

Describe the training and certification process for training **veteran** officials.	
Describe the training and certification process for training **new** officials.	
Describe method of communication used to coordinate with WFPRCR staff (online scheduling program, email, etc.)	

SUBMITTAL PAGE
Town of Wake Forest
Athletic League Officials for Youth and Adult Athletics
RFP#: 0002-FY27-PRCR

Annual Cost per scope of services	
Company Name	
Representative/Title	
Printed Name	
Signature	
Telephone	
Email	

END OF RFP