



TOWN *of*
WAKE FOREST

REQUEST FOR PROPOSALS (RFP # 2023-0015)

**PERFORMING ARTS CENTER
FEASIBILITY STUDY**

DATE ISSUED

Friday, February 2, 2024

DUE DATE

**Wednesday, March 6, 2024
2:00 p.m.**

E-Mail Address Submittal

ddunn@wakeforestnc.gov

For General Questions:

Contact: Debbie Dunn, Centre Director

ddunn@wakeforestnc.gov

TABLE OF CONTENTS

Notice & Community Profile.....	3
Background.....	4
Project Overall Scope of Services.....	4
Content and Format	7
Submittal Process Details.....	9
Selection Process.....	10
Evaluation Criteria	10
APPENDIX A	11

Notice

The Town of Wake Forest is requesting proposals from qualified and experienced consulting firms to provide professional services to the Town to prepare a venue feasibility study and market survey. The purpose of this feasibility study is to assess the viability, sustainability, and the potential impact of the proposed performing arts center on the cultural landscape of the Wake Forest community.

The selected firm will demonstrate experience and a proven track record of success in conducting performing arts center feasibility studies and market surveys for the purposes of informing the community's approach to enhancing its reputation as an arts/cultural destination.

The Town utilizes comprehensive planning to define a consistent future vision and strategic priorities as it forces the organization to imagine the desired future of its services, recognizing the realities of the external operating environment and an action plan to make the desired future a reality. The firm must create a response document. The study shall include key community stakeholders' input, market analysis establishing interest and usage of the venue, financial feasibility and site consideration for the project, and the state of current cultural offerings within the Town of Wake Forest and surrounding areas.

All respondents to this Request for Proposals (RFP) are subject to the instructions communicated in this document and are cautioned to completely review the entire RFP and follow instructions carefully. The Town of Wake Forest reserves the right to reject any or all proposals and to make the award as deemed in the best interest of the Town of Wake Forest.

I. Community Profile

The Town of Wake Forest is a fast-growing community positioned just north of Raleigh and northeast of North Carolina's Research Triangle Park. Incorporated in 1909, the Town grew as a community of rich heritage, small-town character, home to a vibrant and historic Downtown, festivals and events, and scenic natural areas cherished by its residents. Over the past two decades, the Town has experienced unprecedented growth reflective of the surrounding region, prompting new development that has been primarily residential. Today, residents enjoy attractive suburban living with access to nearby urban amenities. Wake Forest has experienced significant growth since the 1990s, with its population increasing by over seven times its size. As of June 30, 2023, the current population of the Town of Wake Forest is over 56,681 residents.

Between 1990 and 2020, the Town experienced tremendous growth by 41,832 new residents, a 725% population change. This is more than four times greater than Wake County's population growth and almost 13 times greater than North Carolina's growth within the same period. The Town's significant population increase is reflective of the major growth occurring in municipalities across the Research Triangle. The Town's growth is most likely associated with the availability and lower cost of land and housing compared to the City of Raleigh. Over the next two decades, Wake Forest's population is projected to increase by 150% to 118,912 people in 2040.

II. **Background**

The Renaissance Centre is owned, operated, and managed by the Town of Wake Forest and is an integral part of its Downtown District. It is a well-used flexible space that supports a wide range of community arts, entertainment, meetings, and special events. The community strongly supports the offerings thus requiring multiple shows to accommodate the audiences.

In November 2013, the Town opened the doors to the Centre to provide the community a space that could be utilized for meetings, expos, cultural arts classes, and performances. In November of 2016, the Town was awarded a \$348,530 matching grant by the Wake County Commissioners for a major renovation. This grant allowed the Town to revamp the Centre making the space more conducive for stage performances by literally raising the roof and adding professional sound and lighting systems. On June 2, 2018, the Centre cut the ribbon for the Grand Re-Opening.

The Renaissance Centre has over 13,000 square feet of space. The Grand Hall is comprised of 10,000 square feet and the Arts Annex has 3,000. While the space is flexible and meets a wide variety of needs there are serious limitations while utilizing the space for performances. These limitations include limited sightlines, small backstage accommodations, and limited audience amenities.

III. **Project Overall Scope of Services**

The services required for the Project will include, but not limited to, the following:

- Evaluate existing facilities in the Town of Wake Forest. What facilities should be developed, improved, or expanded based on market conditions and opportunities? Include parking needs and basic pros/cons of each site.
- Evaluate potential locations for the performing arts center, considering accessibility, visibility, and community impact.
- Determine the necessary facility amenities that must be included in the Center to be financially sustainable including capitalizing on current and future gaps in service.
- Gauge community support and interest in the performing arts center.
- Identify potential competing facilities within the greater Triangle area and similar size communities regionally and nationally.
- Identify local stakeholders and key strategic partners. Assure residents, user groups, and other stakeholders that they are provided with an opportunity to participate in the study.
- Attend and participate in public meetings to present findings of the study and answer questions of staff, stakeholders, the general public, and Town Board of Commissioners.
- Prepare a comprehensive analysis report and present findings and recommendations to the Town Staff and the Board of Commissioners.
- Provide advice on specific issues such as financing options, operating partnerships, operational costs, and project management.
- Provide cost estimates for construction, operation, and maintenance.
- Summarize key trends and overall growth prospects for the market.
- Provide history and expected future trends for mid-sized venues (averaging between 600 and 1000 seats).

The Town of Wake Forest will require the following:

- The Town will require the selected firm to meet with Town Staff from Administration, Renaissance Centre, Finance, Planning, Engineering, Facilities, Downtown Development and Economic Development as needed to ensure the project will serve the needs of the Town of Wake Forest prior to the beginning of the process.
- When submitting a proposal to the Town of Wake Forest include all firms or individuals you will be working with as part of your team. Provide references of projects including contact information for the customer project administrator, similar to scope and size you have completed.
- As part of the feasibility study, the following tasks will be completed.
 - **Task 1: Background Review and Kick-off Meeting**
 - **Task 2: Research and Analysis**
 - Define the current market area for an arts, culture, and event center in Wake Forest. Evaluate use patterns to define how the local and regional consumer market responds to existing arts, culture, and entertainment facilities.
 - Determine if the market is saturated with certain types of venues or spaces to hold arts and entertainment events or if there is an opportunity based on identified omissions in service such as location, amenities, size, misaligned offerings, etc.
 - Prepare a comparative analysis of both private and public arts, culture, and event centers in the region that host events. This analysis will identify the location of each arts, culture and event center, types of events that are held and services that are provided at each venue, determine gaps in service and amenities at each, and provide the demographics of the audience these venues are serving. This analysis shall include facilities that operate primarily for the fine or performing arts and those that operate with a different primary purpose yet regularly host live arts events that are open to the public. Examples of these venues with entertainment or event space might include schools, religious institutions, museums, libraries, auditoriums, recreation centers, hotels with conference space, and reception facilities.
 - Financial reporting including a comparative analysis of the other existing arts, culture, and event facilities in the region; a development cost estimate; an annual operating budget; and a financial projection of revenues for five (5) years of operations and of the annual surplus for each of the five (5) years in the initial decade of operation.
 - **Task 3: Concept Recommendation**
Wake Forest Market Analysis and Target Audience Identification
 - Identify the market audience the Center would be expected to host as patrons.
 - Inventory the local and regional organizations that would rent space in the Center consistently and the frequency of use annually. Identify what space they are using now and what would promote those organizations to shift their support of those spaces.
 - Identify and evaluate the market demand for singular, public use of the Center such as conferences, celebrations, and other private gatherings. Define the target audience and users Wake Forest would need to pursue to achieve maximum use for the Center for singular public use. Define the amount of people the new facility would need to capture to maximize the rental or ticket revenue.
 - Identify the types of most mutually beneficial, private businesses a Center might draw or engage.

- Define an average number or ratio of economic impact from associated event-related spending at businesses near venues. This is a measurement of the increase of income to businesses because of the events at an arts, cultural, or event center. Such examples might be when patrons attend a performing arts event and go to dinner before the performance or when individuals or organizations hire a caterer for an event at a venue.
- **Task 4: Wake Forest Location and Facility Identification**
 - Identify a minimum of six (6) locations within Wake Forest for the Center ranging small, medium, and large. These properties may be currently owned by the Town of Wake Forest or properties that would need to be acquired by the Town.
 - Determine the necessary facility amenities that must be included in the Center to be financially sustainable including capitalizing on current and future gaps in service.
 - Recommend other complimentary amenities, opportunities or programming that could help generate revenue to fund the facility maintenance and operations.
 - Identify numerical data for the proposed facilities, including number of seats, square footage, etc.
 - Determine the necessary site amenities that would promote success of the Center.
 - Provide cost comparisons for each site per size of proposed facility: low, medium, and high seating capacity.
 - Identify the elements that are essential for the location of the proposed arts, culture, and events facility to maximize its use and revenue potential, such as parking, distance from major transportations corridors, types of utilities necessary for the facility, etc.
 - Determine the maximum practical capacity of the facility – the highest realistic amount of output that a facility could maintain over the long term. This should take into consideration the downtime needed for general maintenance, scheduled employee time off, and repairs.
- **Task 5: Financial Projections**
 - Present a development cost estimate based on the recommended facility components; land acquisition costs; infrastructure and land preparation costs; design costs; construction costs; soft costs and furniture, fixtures, and equipment (FF&E).
 - Prepare an annual operating budget based on the recommended size, amenities, and potential programming for the Center, as well as direct operation expenses (wages and salaries, contract services, utilities, maintenance, supplies) and unallocated expenses (administrative salaries, employee benefits, advertising and promotion, general administrative and professional services, insurance, maintenance reserves, etc.) Data from existing arts, culture, and entertainment facilities shall be used to model the operating revenues and costs for the Center.
 - Prepare a financial projection of revenues for five (5) years of operations, based on onetime and recurring revenue opportunities. The revenue opportunities might include ticket sales, class tuition, space and equipment rentals, wedding receptions/parties, etc.
 - Provide a projection of the annual surplus for each of the five (5) years in the initial decade of operations.
 - Identify potential and appropriate funding mechanisms to support the Center.
 - Define the potential associated economic benefit to the area near the Center.

- Task 6: Meetings and Presentations
 - Final written report
 - Presentations

IV. Content and Format

Submissions shall include information that demonstrates clear, concise information that relates directly to this project. The firm must demonstrate the ability to meet the Town of Wake Forest's needs and do such within a reasonable timeline. Submissions shall include and be organized in the order below:

Cover letter:

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

- The name and address of the company 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 Consultant is incorporated and chiefly located if sub-consultant is part of team.
- Describe your firm's area of expertise, type of organization, length of time in business, number of employees, and other information that would be helpful in characterizing your firm. Identify certified Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) firms, if any.
- A brief description of the Consultant (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 Consultant (prime consultant).
- Include a history of litigation and disputes including any pending litigation, arbitration, and disputes. Include results of past litigation, disputes, and arbitration.
- Signature of a duly authorized official of the Consultant or other person fully authorized to act on behalf the Consultant or team.

Expertise:

- Demonstrate a strong background in creating performing arts center feasibility studies including projects that were completed within budget. Describe your experience with the development of feasibility studies for cultural arts facilities, financial assessments for cultural arts venues, and the development of conceptual best estimates for cultural venues.
- Provide at least three (3) unique references for similar work that your company has completed. The three references should include 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. Share experience establishing these types of projects in North Carolina.
- The ability to foresee and address potential issues and concerns.
- The ability to work effectively with town staff.
- Provide digital copies of two example work products that most closely match the product desired in this RFP (weblinks are preferred). The example work products should be from the last five (5) years. Examples should include degree of involvement, staff involved, challenges and solutions.

Team Organization:

- Identify the project lead staff person and that person's qualifications.
- Brief description of organization and other key team members involved with this project including members who have worked on similar projects.
- Identify location of all members working on this project including current contact information for each member.
- Identify any other information that you would like considered with respect to your firm's experience and capabilities.

Project Approach:

- Provide a succinct description of the process and products that would be delivered based on the Scope of Services section of this RFP.
- Outline the proposed method to complete the required deliverables. Offer any innovative approaches or context sensitive solutions to be used.
- Outline approach to ensuring accurate coordination during all phases of project development.
- Timeline for completion.

Project Schedule:

- Provide a detailed process for the completion of the Performing Arts Center Feasibility study. The Town wishes to have this project completed by **August 30, 2024**.
- Submit a schedule with itemized tasks for completing the scope of work. Key schedule components include:
 - Project kick-off meeting
 - Stakeholder meetings
 - Project coordination meetings – the Consultant team will present preliminary findings and deliverables to staff after each of the four (4) areas of the study:
 - Research and Analysis,
 - Concept Recommendation.
 - Locations, Costs and Concepts.
 - Financial Projections.
 - Presentation to Board of Commissioners

Project Cost:

- Include the following cost categories in tabular format.
 - Labor costs by:
 - Individual (name)
 - Estimated hours by task
 - Hourly rate and total cost
 - Overhead. Show as a percentage of labor cost.
 - Stakeholder Meeting Facilitation.
 - Other direct costs.
 - Total project budget.

Each of these tasks generally outline the work but it shall be the responsibility of each consultant responding to the RFP to specifically identify the tasks, sub-tasks, outreach activities, hearings, and presentations- including a timetable to perform the completed work. Consultants should feel free to suggest amendments to the scope which they feel would be of benefit to the Town.

V. Submittal Process Details

A selection committee will evaluate the submittals and may elect to select the most qualified Consultant and/or Consultant team based on the responses as submitted or elect to conduct interviews with multiple agencies prior to recommending a consultant.

Proposals shall be submitted electronically via email. The submission shall not exceed 20 pages and must include a Cover Letter identifying all firms proposed for the team, expertise, and background in creating feasibility studies, project approach, project schedule project cost and forms. Proposals must be clear, succinct and exclude any addendum attachments. Only complete submittals will be considered for evaluation. All proposals and attachments will become part of the public record.

Proposals may be viewed by The Town of Wake Forest at any time after the submission deadline. All proposals 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 does not commit the Town of Wake Forest to award a contract. Any cost incurred by respondents in preparing or submitting a Request for Proposal for the Town of Wake Forest Performing Arts Center feasibility study shall be the Proposer's sole responsibility. The Town of Wake Forest reserves the right to accept or reject any and all proposals 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 to do so.

Questions related to the RFP process or general questions related to the Town's current facility may be emailed to the Project Manager, Debbie Dunn – ddunn@wakeforestnc.gov. **All questions must be received by 5:00 p.m. on Thursday, February 22, 2024. Questions will be answered individually and then compiled and posted in an addendum by 5:00 p.m. on Thursday, February 29, 2024.**

The deadline for submitting proposals is 2:00 p.m. on Wednesday, March 6, 2024. No submissions or supporting documents will be accepted after this deadline. **Proposals may be emailed to the address below (no hand delivery will be accepted). All proposals submitted shall have the RFP # and name in the email subject line.** All proposal packages and materials submitted hereunder become the exclusive property of the Town of Wake Forest.

Email Address

Attn: Debbie Dunn, Centre Director
ddunn@wakeforestnc.gov

VI. Selection Process

This RFP provides information necessary to prepare and submit proposal for consideration and ranking by the Town. It is the intent of the Town to appoint a selection committee to review the submitted Request for Proposals submissions. This committee will review each proposal and rank the submittal 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 committee will rank the agencies based on the selection criteria and the interviews. The Town will provide written notification to all agencies regarding final selection.

Upon completion of the selection process, the highest ranked Consultant will be asked to finalize their fee proposal to finalize contract negotiations. By responding to this RFP, respondent accepts the evaluation process as outlined in the following section, acknowledges, and accepts that determination of the “most qualified” Consultant may require subjective judgments by the Town.

After the selection of a firm has been established there will be a period of negotiation between The Town of Wake Forest and the selected firm to finalize scope of work and fee that is agreeable to both parties.

VII. Evaluation Criteria

- **Qualifications (15%)**
Consultants will be evaluated based on experience in performing similar projects. References will be used to assist in this evaluation.
- **Project Approach and Understanding (25%)**
Applicants should describe how they will manage and provide services listed in the Scope of Services. Please be specific. If applicable, use flow charts and/or work plans to show that you can manage all facets of the Program, to include multiple projects, simultaneously.
- **Project Schedule (15%)**
The Consultant will be evaluated on the project schedule outlined in the proposal.
- **Personnel and Quality of Work (25%)**
Consultants will be evaluated on the personnel assigned to the project. Specific attention will be placed on personnel that have similar project experience. Consultants will also be judged on the apparent quality of the work.
- **Project Cost (20%)**
The Consultant will be evaluated on the project cost outlined in the proposal.

APPENDIX A

Miscellaneous Terms and Conditions

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 RFP shall be addressed to the project manager identified earlier in this RFP. The prospective firms and their staffs are prohibited from communicating with elected Town officials, Town staff, and any selection committee member regarding this RFP or submittals from the time the RFP 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.

V. Trade Secrets and Public Records:

Records received by the Town in response to the Request for Proposals 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 Proposal 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 Proposals:

Due care and diligence have been used in preparing this RFP. However, the Town shall not be responsible for any error or omission in this RFP, 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

XVI. Vendor Registration:

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

XVII. E-Verify:

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

XVIII. Iran Divestment Act:

The selected firm shall certify that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of a contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

XIX. Divestment from Companies that Boycott Israel:

The selected firm shall certify that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any action causing it to appear on any such list during the term of a contract, and (iii) it will not utilize any subcontractor to provide goods or services hereunder that is identified on any list.

XX. Notifications:**Addenda Notice:**

It is the respondent's responsibility to ensure that all addenda have been received. Please visit <https://www.wakeforestnc.gov/finance/purchasing-warehouse/bids-announcements> for the most current information. **Final addenda will be issued by 5:00 p.m. on Thursday, February 29, 2024.**

XXI. Standard Terms and Conditions:

The Town's Standard Terms and Conditions listed at:

https://www.wakeforestnc.gov/sites/default/files/uploads/purchasing/2023/9-27-23_towf_standard_terms_and_conditions.pdf will govern all matters related to the goods and/or services provided by you or your company (the "Vendor") to the Town of Wake Forest (the "Town") under a Town purchase order. Additional Terms and Conditions stated on the face of a Town purchase order shall take precedence over any conflicting Standard Terms and Conditions stated. Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. In the event that a binding written contract signed by both the Vendor and the Town exists, the Terms and Conditions of that contract shall supersede any conflicting Standard Terms and Conditions.

End of RFP # 2023-0015