

Bid No.: TDA-2016-Signs (ADDENDUM # 1)

ADVERTISEMENT FOR BIDS
Rutherford County, North Carolina
Rutherford County Annex
289 N. Main St. Rutherfordton, NC 28139

Rutherford County Tourism Development Authority
Wayfinding Sign System

BID INFORMATION

Bid Type: Wayfinding – Goods Only
Bid Number: TDA – 2016 - Signs
Title: Rutherford County Tourism Development Authority Wayfinding Sign System
Start Date: **July 21, 2016**, 10:00 am
End Date: **August 3, 2016**, 3:00 pm
Bid Expiration: **All bids submitted must be good for 45 days.**
Agency: Rutherford County Tourism Development Authority (RCTDA)
Bid Contact: Paula Roach, Finance Director
Rutherford County Finance Office
289 N. Main St.
Rutherfordton, NC 28139
(828) 287-6085

ADDENDUM # 1

July 28, 2016

The following includes questions received during the bid advertisement for TDA-2016-Signs.

1. Will a map of locations be provided? **All of the signs will be placed within the County of Rutherford in North Carolina. Detailed maps will be provided prior to fabrication.**
2. Who will be responsible for staking in signs and calling in locate? **J.M. Teague Engineering (JMTE) will be staking the sign locations as they are approved with NCDOT. The contractor will be responsible for having utility locations flagged prior to installation.**
3. Will a message schedule be provided? **A message schedule will be provided prior to fabrication. See bid advertisement for size of sign, lettering and spacing.**
4. Will there be any NCDOT coordination required during the installation process? **JMTE will be coordinating with NCDOT for all required encroachments.**
5. Will signs be released at one time or in phases? If released in phases, how many? **Phases. Number of phases to be determined.**
6. Will we be responsible for any permits? If so what is the cost? **No, the contractor will not be responsible for any permits.**
7. Will U-channel post option require any concrete? These signs will be placed on 12 x 3 OD 1/8-inch wall using 6063-T6 alloy (aluminum) poles powder coated black. Depending on location, some concrete will be required.

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8. Is there a specified concrete required for either option? **Minimum concrete specification for these type signs is 2500PSI. Project specific structural sign pole embedment details will be provided prior to installation.**
9. Will a bid form be provided? **Pages 8-11 of the bid package should be completed and signed along with a company letter or quote confirming the unit price and total price that contractor is submitting.**

END OF ADDENDUM # 1

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**BID FORM
GENERAL CONDITIONS**

PARTY IDENTIFICATION

AGENCY: "Agency" is hereinafter defined as the customer. The customer is an individual or a group of individuals whom represent the interest of the city, borough, county, parish, state or private enterprise and has been charged with the responsibility of purchasing one or more emergency medical vehicle(s).

BIDDER: "Bidder" is hereinafter defined as the vehicle manufacturer and/or its authorized representative. The bidder is an assigned representative who is authorized to commit to a contract with the "Agency".

VENDOR: "Vendor" is synonymous with "Bidder".

NOTICE TO BIDDERS

Bidders shall thoroughly examine any drawings, specifications, schedule, instructions and any other documents supplied as part of this invitation to bid.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the content of the written specifications, drawings and instructions supplied herein. No pleas of ignorance by the bidder pertaining to the content of the specifications, drawings, schedule or instructions will be considered by the agency once the deadline for bid submission has occurred. Failure or omission on the part of the bidder to make the necessary examinations and investigations into the content of the specifications AND make all clarifications or explanations of exceptions and conditions that exist or that may exist hereafter shall NOT be accepted as a basis for making variations to the requirements of the agency or compensation to the bidder.

Bidder Complies: _____ **YES** _____ **NO**

DEFINITIONS

CLARIFICATIONS: Clarifications shall be written correspondence between the bidder, the agency and all other qualified bidders. A Clarification shall include the paragraph number, page number, the text with unclear content (as written in the specification) and the definition of the clarification requested. Verbal clarifications shall be documented in writing and distributed to all other qualified bidders at least two business days prior to the deadline for bid submission.

EXPLANATION OF EXCEPTIONS: Bidders may take exceptions to any part of the bid contained herein with a written itemized schedule. The schedule shall include the page and paragraph number(s), the text that the bidder feels he can not comply with an explanation why the bidder feels that the requirement is not in the best interest of the agency and/or an alternate bidder solution. Alternate bidder solutions may be considered by the agency, if the bidder can show the agency that the alternate solution is, in quality and quantity, equal to OR better than the specified item. This agency will share the

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exception/alternate solution with all other Qualified Bidders. Explanation of exceptions shall be documented in writing at least two business days prior to the deadline for bid submission.

VENDOR QUALIFICATIONS

PRODUCT LIABILITY INSURANCE (ONLY IF AWARDED): Proof of current liability insurance shall be supplied. The proof of insurance shall bear the insurance carrier's name, address and phone number. The proof shall also bear the name and address of the insured. This document shall contain the coverage schedule, explaining the type of insurance, the policy number, the effective date of coverage, the policy expiration date and the individual limits. The minimum amount of coverage shall be as follows:

- Commercial General Liability - as follows:
- Each Occurrence: \$1,000,000
- Damage to rented premises, each occurrence: \$1,000,000
- Medical Expenses: \$5,000
- Personal and Adv Injury: \$1,000,000
- General Aggregate: \$2,000,000
- Products - Comp/OP Agg: \$2,000,000
- Automotive Liability - Combined Single Limit: \$1,000,000
- Excess Liability - Umbrella Form
- Each occurrence: \$25,000,000
- Aggregate: \$25,000,000
- Workers Compensation and Employers' Liability
- E.L. Each Accident: \$1,000,000
- E.L. Disease policy - Each Employee: 1,000,000
- E.L. Disease - Policy Limit: \$1,000,000

Bidder Complies: _____ **YES** _____ **NO**

SUSPENSIONS AND DEBARMENT - The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with RCTDA or the State of North Carolina.

Bidder Complies: _____ **YES** _____ **NO**

E-VERIFY: North Carolina General Statute §143-133.3 prohibits the RCTDA from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

E-verify with complies _____ **YES** _____ **NO**

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SELLER CERTIFIES THAT: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

Final Divestment Act _____ **YES** _____ **NO**

COMPANY INFORMATION

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Fax: _____

Email Address: _____

By signing and submitting this Bid, the Bidder certifies that:

- It is under no legal prohibition on contracting with RCTDA or its prime contractor JMTE.
- It has no known, undisclosed conflicts of interest.
- It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- The prices offered were independently developed without consultation or collusion with any of the other Bidders or potential Bidders or any other anti-competitive practices.
- It grants RCTDA permission to copy all parts of this Offer, including without limitation any documents and/or materials copyrighted by the Offeror, for RCTDA's internal use in evaluating Offeror's Proposal, or in response to a public records request under North Carolina public records.
- No offer of gifts, payments or other consideration were made to any RCTDA employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- It will provide the equipment, materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the RCTDA.
- The signatory is an officer or duly authorized agent of the Bidder with full power and authority to submit binding bids for the goods or services as specified herein.
- It will accept such terms and conditions in a resulting contract if awarded by the RCTDA.

The contractor shall furnish at least 140 vehicular wayfinding signs located throughout Rutherford County, NC. The bid is inclusive of base signs, destination panels and spacers, supports, and delivery and installation. The contractor shall provide a bid using the following specifications as a Per Unit Cost, for a minimum of 140 signs. The total number of signs is to be determined. The contractor will perform all work as a subcontractor to RCTDA's prime contractor – JM Teague Engineering & Planning, (JMTE)

Base Signs

- .125" thick aluminum) Measures 48" x 68"

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- Powder coated (colors will vary)
- Reflective 3M High Intensity Prismatic 3930 vinyl

Destination Panels (3 Panels per Base Sign)

- .090" thick aluminum
- Measures 12" x 54"
- Powder coated (colors will vary)
- Reflective 3M High Intensity Prismatic 3930 vinyl

Spacers

- One-half Inch (½") spacers between each destination panel and the base sign (4 spacers per destination panel, 12 per sign)

Supports

The contractor shall provide a cost for each of the following options:

- 15' x 3" OD 1/8-inch wall using 6063-T6 alloy (aluminum) poles powder coated black with decorative base (1 per sign)
- 12' Galvanized U-Channel Posts w/ 36" breakaway Anchor with a 42" U-Channel cross member (2 per sign)

Delivery & Installation

- The contractor is responsible for delivery and installation of all signs.
- The contractor shall be on NCDOT's list of Qualified Contractors.
- The contractor shall install footers. RCTDA's project manager, J.M. Teague Engineering & Planning of Waynesville, NC, will provide the contractor with the engineering drawings with footer specifications.

Authorized Printed Name: _____

Authorized Signature: _____ Date: _____

*RCTDA reserves the right to accept or reject any any/or all bids. Prices submitted shall remain firm for a period of 60 days from bid opening date.

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GENERAL TERMS AND CONDITION

1. LANGUAGE, WORDS USED INTERCHANGEABLY: The word RCTDA refers to the Rutherford County Tourism Development Authority throughout this document. Similarly, Bidder, Proposer, Contractor, Vendor, Supplier refers to the person or company submitting an offer to sell its goods or services to the RCTDA.
2. BIDTABULATION AVAILABILITY: Bid tabulations will be available after public bid opening; however, bids will be evaluated at a later time.
3. BIDDER QUALIFICATIONS: No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the RCTDA, or that is deemed irresponsible or unreliable by the RCTDA. Requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular goods/services bid and that they have the necessary financial resources to provide the proposed goods/services as described in this Bid document.
4. BID FORM - Each Bidder must submit an original Bid and additional copies (if required) on the forms attached. The Bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
5. SPECIFICATION DEVIATIONS BY THE BIDDER - Any deviation from the specifications MUST be noted in detail, and submitted in writing on the Bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.
6. BIDDER REPRESENTATION - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
7. COLLUSIVE BIDDING - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
8. BROCHURES - Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item- by-item basis where applicable.
9. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS - All changes in Bid documents shall be through written addendum and furnished to all Bidders. Verbal information obtained otherwise will NOT be considered in awarding of Bids.
10. BID CHANGES - Bids, amendments thereto, or withdrawal requests received after the time advertised for Bid Opening, will be void regardless of when they were mailed.
11. INDEMNIFICATION - The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the RCTDA of Rutherford County, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the County, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, Subcontractors or any independent Consultants working under the direction of either the Contractor or Subcontractor in the performance of this Agreement.
12. DELIVERY DATE - The delivery time or completion date, as stated in the Bid Form, shall be the time required to deliver the complete item(s) after the receipt of the order or award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the RCTDA, show the delivery time for each item separately.

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If only a single delivery time is shown, it will mean that all goods included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the delivery will be completed in the time stated, assuming that the time between the Bid Opening and the placing of the order does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the delivery time indicated is considered sufficient to delay the operational needs for which the goods/services are intended.

13. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the RCTDA reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in net thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
14. **AVAILABILITY OF FUNDS** Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
15. **BID REJECTION OR PARTIAL ACCEPTANCE.** The RCTDA reserves the right to accept or reject any or all Bids. The RCTDA further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the RCTDA.
16. **PIGGYBACK PROCUREMENT METHOD.** Upon request, the results of this bid must be extended to any other Rutherford County department. In addition, the opportunity to purchase from this bid may be extended to other government entities. Any such usage must be in accordance with the policies of the respective entity and with the approval of the Contractor. The Contractor may determine it is necessary to charge delivery fees for entities located outside of the southeastern coast of North Carolina. The RCTDA is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such piggyback procurements. Each entity will issue its own purchase order and be responsible for its own payments.
17. **BID CURRENCY/LANGUAGE.** All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
18. **PAYMENTS.** Payments will be made for all goods/services delivered, inspected and accepted net 30 days after receipt of an acceptable original invoice.
19. **MODIFICATION, ADDENDA AND INTERPRETATIONS.** Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing prior to the deadline set for questions. Any and all such interpretations or modifications will be responded to in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
20. **LAWS AND REGULATIONS** - The Agreement shall be governed, interpreted and enforced in accordance with all applicable federal, State of North Carolina, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Agreement throughout, as the case may be.
21. **SUBCONTRACTING-** No portion of this Bid may be subcontracted without the prior written approval by the RCTDA.
22. **ELECTRONIC BID SUBMITTAL** Bid submittals sent by electronic devices (e.g. facsimile machines, e-mail) are not acceptable and will be rejected upon receipt. Bidders will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
23. **MISCELLANEOUS** - The RCTDA reserves the right to reject any and all bids or parts thereof. The RCTDA reserves the right to inspect Bidder's facilities prior to the award of this bid. The RCTDA reserves the right to negotiate optional items with the successful Bidder.
24. **MODIFICATION OF AGREEMENT** - No modification of Agreement shall be binding unless made in writing and signed by the RCTDA Manager in the form of a contract amendment.
25. **OVERSHIPMENTS, UNDERSHIPMENTS.** Goods shipped in excess of quantity ordered may be returned at Bidder's expense. Similarly, when under-shipments are received, the RCTDA reserves the right to leave the purchase order/contract open until goods are received, or to close the transaction if more cost effective for the RCTDA.

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26. CANCELLATION - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
27. PATENT GUARANTEE - Bidder shall, with respect to any device or composition of Bidder's design or Bidder's standard manufacture, indemnify and hold harmless the RCTDA, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the RCTDA.
28. TERMINATION OF AWARD FOR CAUSE – If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the RCTDA shall thereupon have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the RCTDA, all finished or unfinished goods/services, reports or other materials prepared by the Contractor shall, at the option of the RCTDA, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Contractor shall not be relieved of liability to the RCTDA for damage sustained by the RCTDA by virtue of breach of the award by the Contractor and the RCTDA may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the RCTDA from the Contractor is determined.
29. TERMINATION OF AWARD FOR CONVENIENCE - The RCTDA may terminate the Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished goods/services, reports, materials(s) prepared or furnished by the Contractor under the Agreement shall, at the option of the RCTDA, become its property. If the Agreement is terminated by the RCTDA as provided herein, the Contractor shall be paid for all goods/services which have been authorized, provided, and approved up to the effective date of termination. The RCTDA will not be subject to any termination fees from the Contractor.
30. FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.
31. ASSIGNMENT - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the RCTDA. Any assignment or attempt at assignment made without consent of the RCTDA shall be void.
32. EQUAL OPPORTUNITY - The Contractor and all Subcontractors will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, age, marital status, families with children, sexual orientation, disability or handicap, except where age and sex are essential bona fide occupational requirements, or where disability or handicap is a bona fide occupational disqualification.
33. SPECIFIC DELIVERY SCHEDULE RCTDA holiday closures are typically New Year's Day, Martin Luther King's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.)

Notice of a late delivery arrival should be made no more than seventy-two (72) hours prior to the originally scheduled time. Otherwise, the RCTDA may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

34. TIME PERIOD - Offered pricings shall remain firm for a minimum of 60 days after the due date of the Bid unless indicated otherwise. Accepted pricing shall remain firm for the duration of the Agreement.
35. EXTENSION - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time if mutually agreed between the parties.
36. FREIGHT - Freight charges are to be included in the quoted price of the goods, rather than as a separate item unless otherwise noted.
37. FOB POINT - The FOB Point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB - Destination.
38. METHOD OF AWARDING - The RCTDA reserves the right to make awards based on the entire bid or on an item by item basis. However, if you offer your bid based on an "all or none" condition, the RCTDA may consider your bid non-responsive and reject the entire bid.
39. TAXES - Rutherford County RCTDA is exempt from federal taxes but does pay applicable state sales tax and certain other use taxes. Taxes should not be included in the bid proposal unless so requested and these shall be reflected separately. Any charges for taxes from which the County is exempt will be deducted from invoices before payment is made.
40. BID INFORMATION IS PUBLIC - All documents submitted with any bid shall become public documents and is subject to inspection under the 'Open Records Law'. By submitting any document to the RCTDA in connection with a bid, the submitting party recognizes this and waives any claim against the RCTDA and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the RCTDA and its officers and employees harmless from any claims arising from the release of any document or information made available to the RCTDA arising from any bid opportunity.
41. PURCHASE ORDER - A purchase order is an acceptance of your offer as stated in your bid. When a purchase order is accepted as an offer to buy, you must provide the RCTDA with a written acknowledgement of a promised ship date and freight carrier, or advise the RCTDA that merchandise has shipped or will ship on a particular time and date and the method of shipment.
42. NO GIFT STANDARD - Rutherford County RCTDA is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, it is required that all vendors abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a RCTDA employee and not available to the general public, regardless of the value.
43. SUSPENSIONS AND DEBARMENT - The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with Rutherford County RCTDA or the State of North Carolina.
44. E-VERIFY: North Carolina General Statute §143-133.3 prohibits the RCTDA from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
45. SELLER CERTIFIES THAT: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.