

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

Pursuant to N.C.G.S. 143-129, the RCTDA will accept sealed bids for manufacturing of the RCTDA’s Wayfinding Sign System at the office of the Rutherford County Finance Office, 289 North Main Street until 3:00 pm, EST, **August 3rd, 2016**. The bids will be opened publicly and read aloud at 3:00 pm **August 3rd, 2016**. **Only sealed bids will be accepted.** No bid will be accepted after the official time and date. Copies of the specifications and bid forms may be obtained by applying to the Rutherford County Finance Department, phone (828) 287-6085, during regular business hours (8:30 am – 5:00 pm). The RCTDA reserves the right to reject any and/or all bids. Electronic copies of the specifications and this bid package will be available at <http://rutherfordcountync.gov/tourismdevelopmentauthority>

Request for Bid Timeline	
Name of the Bid	RCTDA Wayfinding Sign System
Date of Issuance	July 21, 2016
Pre-Bid Meeting	No Pre-Bid meeting will be scheduled
Deadline for Questions	July 28, 2016
Deadline for Bid Submittal	August 3, 2016
Recommendation for Award	August 19, 2016
Board Approval	August 25, 2016

SCOPE OF WORK

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"
- 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.

BID SUBMITTAL INFORMATION

Sealed bids, containing 2 copies of the bid package clearly marked on envelope as defined on page 4, for the project entitled Rutherford County Tourism Development Authority Wayfinding Sign System, will be received by the RCTDA at the Rutherford County Annex at 289 N. Main Street in Rutherfordton, NC and then at said location publicly opened and read aloud.

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This will be a formal purchase contract bid. The bids will be evaluated and contract will be awarded in accordance with the statutory requirements. All bidders must meet the licensing requirements under Chapter 87 of the N.C. General Statutes. Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit bids. The RCTDA reserves the right to reject any and all bids and to accept such bids as appears in its judgment to be in the best interest of the RCTDA. The RCTDA reserves the right to waive any informality.

All bidders must provide evidence of sufficient experience of completed projects. Include 3 references for similar work performed in the past 5 years. List the date services were performed and the contact information of an individual possessing knowledge of the contractor's work.

The bid should include taxes as a line item in the bid estimate.

The contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Bidders are required to verify compliance with the following requested items (marked with "X") and include with the bid those items as requested or be prepared to furnish at a later date as specified. Lack of compliance may result in rejection of bid.

1.	X	Return bid on Rutherford County Bid Form with signature. Any bid submitted on forms other than the bid form provided within this document may be disqualified. All bids submitted must be typed or written in ink and submitted by the bidder's designated
2.		Bid Bond: Bond must be included in the bid package at the time of opening.
3.	X	No Bid Bond required.
4.	X	Certificate of Insurance upon notification of bid.
5.		Performance Bond upon notification of award.
6.	X	Brochures, catalogs, model numbers or pertinent literature where applicable.
7.	X	References (preferably from local government units).
8.	X	Signature on bid by authorized personnel.
9.		Minority business forms.
10.	X	Minimum specification and compliance form.
11.	X	The contractor must submit the E-Verify Verification and W-9 Form found on Rutherford County's Vendor Information Page: http://rutherfordcountync.gov/Departments/finance/Vendor . The contractor should include a certificate of insurance with the bid package.

Documents are available at <http://rutherfordcountync.gov/tourismdevelopmentauthority> .

QUESTIONS

Any matter of this bid package that requires explanation or interpretation must be inquired by the Bidder, in writing, no later than the date and time specified in "Deadline for Questions" below. All technical questions may be emailed to Candace Hladick (candace.hladick@jmtagueengineering.com). All purchasing and bid process questions may be emailed to paula.roach@rutherfordcountync.gov.

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Questions will be posted to in the form of written addenda on the www.rutherfordcounty.gov/tourismdevelopmentauthority website. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Bid Form. It is the Bidder's responsibility to ensure that all addenda were received.

All questions must be submitted in writing by the deadline for questions, July 28th, 2016.

PUBLIC BID OPENING

AUGUST 3, 2016, AT 3:00 PM

Rutherford County Commissioner Chambers
Rutherford County Annex
289 N. Main St.
Rutherfordton, NC 28139

Submittal Options:

A. Mail

On the outside of a sealed envelope write:

1. The name of the Vendor
2. Project Title and Bid Number

Rutherford County Tourism Development Authority
c/o Finance Department
Rutherford County Annex
289 N. Main St.
Rutherfordton, NC 28139

B. Physical Drop off location:

On the outside of a sealed envelope write:

1. The name of the Vendor
2. Project Title and Bid Number

Rutherford County Tourism Development Authority
c/o Finance Department
Rutherford County Annex
289 N. Main St.
Rutherfordton, NC 28139

The RCTDA is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the RCTDA, or any other means of delivery employed by the Bidder. If it is questionable that the postal service can deliver your bid on time, it is suggested that it be hand delivered.

Similarly, the RCTDA is not responsible for, and will not open, any bid responses that are received after the time stated above. Late submittals will be retained in the bid file, unopened. No responsibility will be attached to any person for premature opening of a bid not properly identified.

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ADDENDA

WITHDRAWAL OF BID

Any bid may be withdrawn without prejudice prior to the official bid opening time or any publicized postponement thereof, or in accordance with N.C.G.S. 143-129.1.

NOTIFICATION OF AWARD

The successful bidder will be notified within ten (10) calendar days after the bid has been awarded. RCTDA will notify the successful bidder in writing, by a Purchase Order after all prerequisites and specifications have been met by the bidder and the award has been made. Verbal notification of the award is not considered a liable mode of notification and therefore shall not be recognized as an official notification.

VENDOR'S GUARANTEE

By submitting a bid on these specifications, the vendor binds himself to all conditions in these specifications, irrespective of any formalities in his order acknowledgment. No attachment or part may be substituted or applied contrary to manufacturer's recommendations and standard practice. Any variance with the specifications must be stated with the submitted bid and may, after review of all consequences of the variance, disqualify the bid. Accessories supplies shall be compiled with the rest of the equipment offered.

VENDOR'S PAYMENT OFFSET

RCTDA will have the right to offset any vendor payments due by any obligations to the County in arrears (i.e. taxes, etc.). Any payments due will be offset and the amount adjusted accordingly.

SAFETY EQUIPMENT

The bidder certifies that all items or service delivered herein comply with the Federal Occupational Safety and Health Act of 1970, as applicable.

DELIVERY COMPLETION REQUIREMENT

Project completion date is one (1) year from notice to proceed. Timeline may be adjusted upon mutual agreement of all parties.

INSPECTIONS

RCTDA & JMTE reserves the right to inspect all materials furnished for conformity with the specifications on order. The right is reserved to reject and return, at vendor's expense (to include re-stocking fees and risk), any unacceptable shipment.

PRICING

Unit prices as provided will remain good through July 1st, 2017.

PAYMENT

Invoices for prepaid transportation charges shall be supported by receipted freight bills. In the case of bids or quotations, all freight charges are borne by the bidder unless otherwise specified in bid.

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It is the desire of RCTDA to pay promptly. It is the vendor's responsibility to submit invoices directly to the Department and address specified on the contract as "Ship and Bill" on the Purchase Order. Invoices shall include Purchase Order number, description of item(s), quantities, unit price, extended price, freight, state and local taxes, and date of delivery. Invoices not on printed billheads shall be signed by vendor. Purchase order number must be listed on all shipping labels.

Invoices exceeding the limits established by this contract/purchase order or for materials or services not qualifying under its specifications as ordered are not subject to payment.

EQUAL OPPORTUNITY

Executive order No. 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, are incorporated herein by this specific reference. In addition, all laws, rules and regulations applicable to the hiring of disabled veterans and veterans of the Vietnam era and of the hiring of individuals with physical or mental handicaps are incorporated herein by this specific reference.

The Contractor further agrees that:

- in the hiring of employees for the performance of work under this contract, the contractor shall not discriminate against any citizen in the employment of a person qualified and available to perform the work under the contract or purchase order, by reason of race, color, religion, sex, age, handicap, national origin or ancestry;
- the contractor or any person acting on its behalf, shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age handicap, national origin or ancestry; and the contractor shall include this language in all subcontracts entered into for the performance of the contract/purchase order.

FAIR LABOR STANDARDS ACT

Contractor warrants and represents that the goods and/ or services covered by this contract/purchase order have been manufactured in accordance with the requirements of the Fair Labor Standards Act and all other applicable federal, state and municipal laws, rules and regulations.

ALTERNATIVE BIDS

No alternative bids will be accepted unless otherwise requested.

RISK OF LOSS

All risk of loss to the equipment shall remain with the successful bidder until title to the equipment passes to the RCTDA on the acceptance date. After title passes to the RCTDA, the RCTDA shall bear all risk of loss to the equipment.

BROCHURES

Descriptive literature will be required to substantiate details specified in bid and to establish, for the purpose of bid evaluation, details of the product the bidder proposes to furnish as to design, materials, method of manufacture, construction, assembly or operation as appropriate. In addition, all differences

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in specifications must be itemized and clearly explained. Each exception will be considered by the RCTDA as to degree of impact and total effect on bid.

The RCTDA assumes that silence to exception indicates that the item will comply with specifications. Should the item not comply, and the exception is not indicated, then the item shall be rejected when delivered. All equipment shall be given a general inspection for material, workmanship, and compliance with specifications prior to acceptance. Acceptance is not final until all specifications, with concurrence to exceptions, are met. The submission of literature will NOT constitute the taking of an exception nor honor any specification change.

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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

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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 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.

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

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)

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Base Signs

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

Rutherford County TDA Wayfinding Sign Layout

Branding at top of sign will vary from town to town

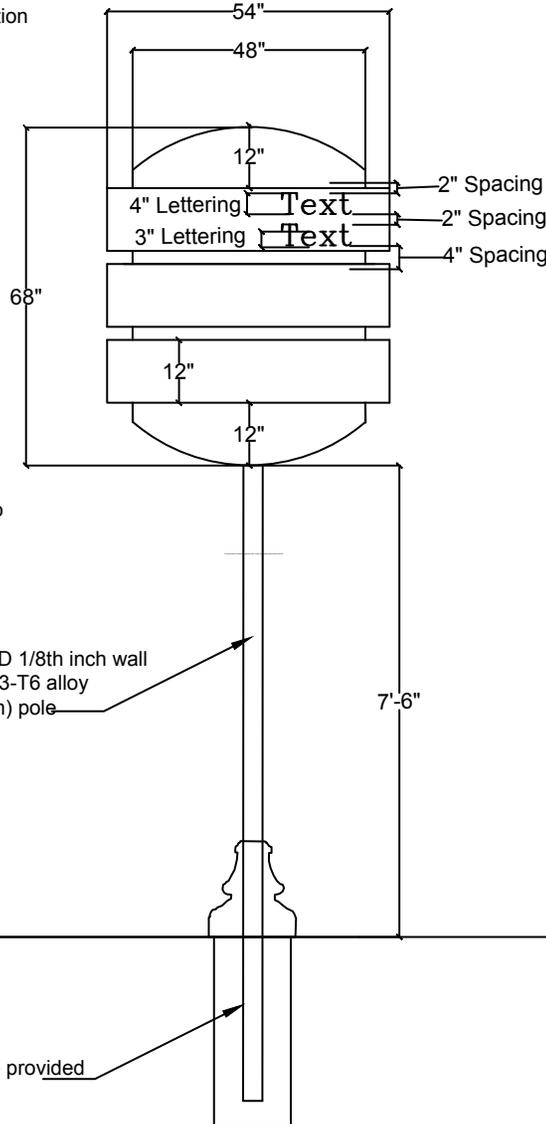
1/2 Inch Spacers between Base Sign and Destination Panels (4 per panel)

Avery HIP T-6500 Series Retroreflective Sheeting

Branding at bottom of sign may vary in color from town to town

15' x 3" OD 1/8th inch wall using 6063-T6 alloy (aluminum) pole

Footer designs will be provided



Sign Detail

Notes:

1. Signs shall be located on right side of roadway.
2. Signs shall be located a minimum of two feet (2') from the edge of roadway and four feet (4') from all pedestrian crosswalks.
3. All signs shall have a lateral offset distance of no less than seven feet (7') from adjacent grade.
4. All lettering, messages, arrows and other symbols shall be of an FHWA approved retroreflective material to show the same shape and color for both day and night optimal visibility.
5. Series C font type shall be used. All Upper-case lettering shall be four inch (4") all lower case lettering shall be three inch (3") ($\frac{3}{4}$ the height of the upper-case letter)
6. There shall be a minimum of a two inch (2") separation between lines of text and sign boarders.
7. Sign structure shall utilize three inch (3") diameter smooth, thin walled aluminum sign supports which have been accepted by FHWA for direct bury with neither weakening holes nor soil plates necessary.