

**PURCHASING**

**REQUEST FOR PROPOSALS  
FOR  
ENHANCED SERVICES FOR "ARTS & ENTERTAINMENT-FOCUSED"  
DOWNTOWN MUNICIPAL SERVICE DISTRICT**

Proposals will be received until:  
5:00 p.m., Friday, April 14, 2017



PURCHASING

March 7, 2017

**MEMO TO:** Prospective Proposers

**FROM:** Kimberly Toon, Purchasing Manager

**SUBJECT:** Request for Proposal: Enhanced Services for "Arts & Entertainment-Focused" Downtown Municipal Service District

**DUE DATE AND TIME:** Friday, April 14 2017; 5:00 p.m.

The City of Fayetteville, is currently seeking proposals from qualified vendors for the project entitled "Enhanced Services for "Arts & Entertainment-Focused" Downtown Municipal Service District."

Proposals for this work will be received in the City Purchasing Office, 433 Hay Street, Fayetteville, NC until 5:00 p.m., Friday, April 14, 2017. Proposals received after the stated date and time will not be considered.

Enclosed are the specifications and proposal details covering this work. Please review these documents carefully and use the forms provided to submit your proposals.

Proposals may be sent by US Mail, Express Mail or delivered in person to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street, Fayetteville, NC 28301.

**City of Fayetteville**  
Kimberly Toon, CLGPO  
Purchasing Manager

433 Hay Street Fayetteville, NC 28301-5537  
(910) 433-1942 | [www.cityoffayetteville.org](http://www.cityoffayetteville.org) | [www.faytv7.com](http://www.faytv7.com)

The City of Fayetteville, North Carolina does not discriminate on the basis of race, sex, color, age, national origin, religion, or disability in its employment opportunities, programs, services, or activities.

## NOTICE TO BIDDERS

Pursuant to NCGS 143-131 proposals will be received by the City of Fayetteville, North Carolina, until 5:00 p.m., Friday, April 14, 2017, in the Purchasing Department, 2<sup>nd</sup> Floor, City Hall, 433 Hay Street, Fayetteville, North Carolina 28301 for the following:

### **ENHANCED SERVICES FOR "ARTS & ENTERTAINMENT-FOCUSED" DOWNTOWN MUNICIPAL SERVICE DISTRICT**

Bid documents may be obtained in the Purchasing Department, 2<sup>nd</sup> Floor, City Hall, 433 Hay Street, Fayetteville, North Carolina 28301, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

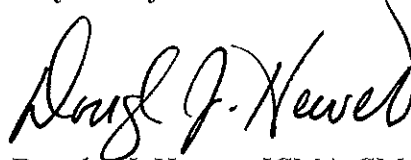
The right is reserved to reject any or all bids and to waive all informalities. The bid shall be awarded to the lowest bidder that provides the best overall value of the technical specifications as determined by the City of Fayetteville.

.....

It is the policy of the City of Fayetteville to provide locals and minorities equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts.

The City of Fayetteville encourages and invites local, small, and/or minority owned businesses to participate in the City's procurement process.

**City of Fayetteville**



Douglas J. Hewett, ICMA-CM  
City Manager

## **REQUEST FOR PROPOSALS**

### **Enhanced Services for “Arts & Entertainment-Focused”**

#### **Downtown Municipal Service District**

### **INTRODUCTION**

The City of Fayetteville, North Carolina is seeking proposals from qualified private agencies to contract for enhanced services in our established, “Arts & Entertainment-focused” Downtown Municipal Services District (MSD). As further detailed in the PROPOSAL REQUIREMENTS section, the “Scope of Services” are each contained within the following categories of enhanced service elements:

- Economic Vitality and Development
- Art and Design Enhancements
- Promotion and Marketing
- Special Events and Programming
- Partnership, Organizational Support and Conflict resolution

### **BACKGROUND**

The City of Fayetteville North Carolina, located in Cumberland County and home to one of the world’s largest military installations (Fort Bragg) is the sixth largest City in North Carolina with a population exceeding 208,000. Located along the Cape Fear River and Interstate-95, Fayetteville is a three-time recipient of the prestigious designation of “All America City” as awarded by the National League of Cities. With a traditional, urban core Downtown, anchored by the Hay Street corridor and containing an impressive inventory of historic buildings housing a growing array of restaurants, specialty retailers, loft housing, and arts and entertainment venues, a number of efforts are underway to further re-vitalize the Downtown as an Arts & Entertainment destination. Such efforts include a planned, \$33M Minor League Baseball stadium designed as the home of the Class-A-Advanced affiliate of the Houston Astros as well as significant, mixed-use private sector developments surrounding the stadium to include a hotel, restaurants, retail and urban residential units.

A Municipal Service District (MSD) is a defined area in which the municipality’s governing board levies an additional property tax to provide or support enhanced services to the residents or properties within the district. The additional tax funds collected can be used for functions specifically defined in state statutes, including downtown and urban revitalization. The City first-established an MSD encompassing its Downtown core area in 1978, and has maintained it for the provision of enhanced services ever since. In September 2015, the NC General Assembly adopted legislation impacting the process by which Cities contract with private agencies to provide services within an MSD. The legislation also outlines certain contractual requirements which must be present, including specifying the purposes for which City funding is to be used in the MSD and appropriately accounting for the funding at the end of each fiscal year.

Given enhanced revitalization efforts, a more pronounced emphasis on Downtown as an Arts & entertainment destination, and consistent with NC statutory requirements, the City is now eager to utilize this Request for Proposal process to solicit, evaluate, and select a private agency partner organization to enter into a multi-year contract with for the provision of the Scope of Work as herein described.

## **SCOPE OF WORK**

There are five primary functional elements under which each of the enhanced services are described. The specific Scope of Enhanced Services that the successful Proposer will be expected and required to provide are as follows:

### **I. Economic Vitality and Development:**

- Actively engage in enhancing and growing Downtown Fayetteville's arts, entertainment, culinary, and retail sector through efforts to attract new businesses. Activities should aim to provide diverse retail, dining, and entertainment options.
- Develop, pursue and/or advocate for tools, policies, or incentives which aid in business retention and targeted business recruitment efforts.
- Support development and redevelopment activities/efforts already underway; including but not limited to: Stadium development; CEED culinary incubator creation; Downtown skate-park development; and Prince Charles Hotel adaptive re-use and stadium district mixed-use developments.

### **II. Art and Design Enhancements:**

- Work to introduce more public art Downtown.
- Develop high-quality, thematic, consistently-branded logos, photos, art-work, and other visual representations for use in promoting, marketing, and branding Downtown.
- Support and promote attractive, unique signage and way-finding measures and systems for Downtown consistent with branding & design.
- Work to support, strengthen, and grow local arts and cultural organizations and their participation in growing Downtown as an arts, entertainment, and culinary destination.

### **III. Promotion and Marketing:**

- Develop and implement an overall, long-term comprehensive marketing plan for Downtown.
- Advertise, promote, and showcase collective Downtown retail, dining, and entertainment opportunities.
- Advertise and promote special events, campaigns, themed retail sale or other collective or cooperative events designed to drive business Downtown
- Maintain a professional, attractive, constantly-updated and maintained website promoting Downtown events, activities, and resources.
- Maintain an aggressive, targeted social media presence on behalf of Downtown.
- Develop and pursue a consistent, unique, and identifiable branding identity for Downtown.
- Market Downtown Fayetteville as an arts, entertainment, culinary, and cultural tourism destination.
- Create and market an identity around existing concentrations of cultural, entertainment, shopping, and dining resources.
- Assist in developing partnerships connecting like-minded or complimentary businesses for cooperative advertising and promotions.
- Work to expand, extend, and coordinate hours of operation among Downtown businesses.
- Target marketing efforts to attract more active military, veterans, and family members Downtown.

### **IV. Special Events and Programming:**

- Support and enhance efforts to grow established yearly special events and festivals.
- Develop and expand opportunities for street activities, buskers, displays of public art, festivals, sporting events, exhibitions, performances, and other programs or events designed to drive interest, foot traffic and consumer spending to Downtown.
- Develop a plan/program for maximizing spin-off opportunities in relation to stadium and festival park activities and events.
- Identify and promote opportunities for more recreational activities in Downtown and their connection to complementary business.
- Coordinate the installation of Holiday decorations and displays.

**V. Partnership, Organizational Support and Conflict resolution:**

- Work closely with Downtown property owners and tenants to solve problems.
- Serve as a consistent voice of advocacy for Downtown and Downtown collective issues.
- Serve as a convener and facilitator of complex and challenging issues in the district.
- Serve as liaison with City staff and departments on behalf of Downtown property and business owners and residents.
- Provide mechanism for ongoing public feedback regarding services provided in District.
- Continue efforts to reduce/eliminate panhandling.
- Develop and maintain an ambassador-like program for welcoming new business and residents to Downtown, including offering information on resources.
- Continue to monitor, evaluate, and offer possible support/advocacy for Ordinance and/or policy amendments pertaining to, and in support of Downtown issues regarding signage, parking, vacant buildings and/or store-fronts.
- Provide vigilance in monitoring and reporting safety and security concerns; identified incidents of graffiti; incidents of vandalism; damages to public infrastructure; or similar threats to the maintenance of a quality built and social environment.
- Communicate promptly with City or contracted staff on reporting any cleaning, maintenance, parking, safety, or lighting issues.
- Offer support to other agencies in addressing homelessness within the District.
- Work closely with other Fayetteville area partner organizations engaged in economic development and redevelopment, tourism, promotions, arts, culture, and entertainment, and business advocacy to enhance the local and regional economy as a whole.

**PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS**

Interested Agencies or Organizations shall submit a proposal which is clear and succinct and in the format, and consisting of the required information as described. The City may reject as non-responsive at its sole discretion any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized into the following component parts:

A. Cover letter/Letter of Intent

The cover letter shall be addressed to Ms. Kimberly Toon, Purchasing Manager. It may be up to two (2) pages in length and, at a minimum, must contain the following:

- Identification of organization, including name, address, telephone number, and e-mail.
- Name, title, address, telephone number and e-mail of contact person during period of proposal evaluation.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) calendar days from the deadline date established for submissions.
- Signature of a person authorized to bind the agency or organization to the terms of the proposal.

B. Executive Summary

In a brief narrative, describe the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the City that the offeror understands the nature of the work and the level of effort necessary to successfully provide the defined enhanced services.

C. Project Understanding, Approach, and Schedule

This section shall include, in narrative, outline, and/or graph form the offerors approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

D. Team Organization, Experience and Qualifications

The information requested in this section should describe the qualifications of the agency and any and all key staff members to demonstrate the offeror's ability to perform the requested enhanced services. In addition, include the following information:

- Experience of all executive, managerial, legal, and professional personnel providing the defined services.
- Resumes for proposed lead staff and previous work completed that is applicable.
- Team organization chart showing all support individuals, firms, organizations, or agencies; contractual relationships (if any) between the offeror and said individuals, firms, organizations, or agencies; and, the names of specific staff proposed for this contracted effort, including their titles. (Identify certified Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), or Veteran Business Enterprises (VBE), if any)
- A summary of your agency's demonstrated capability, including length of time that your agency has provided services similar to or related to those being requested in this RFP.

E. Consultants, Agents, and/or Subcontractors

The City desires to enter a contract with a single offeror that will be responsible for all defined services. If the offeror plans on using consultants, agents, and/or subcontractors as part of its implementation plan, then provide the name, address, and telephone for each; define the responsibilities and give a description of services to be provided by each; and, describe the offeror's past or present business and reporting relationship (if any) with each.



Include references and resumes for all third-party consultants, agents, and/or subcontractors in the proposal. The City reserves the right to accept or reject any changes made to the proposed team members of the offeror, including the use of consultants, agents, and/or subcontractors.

F. References

The Offeror must provide a minimum of three (3) references whom the City may contact regarding qualifications, capacity, and past performance (within 7 years). The city may randomly select references to contact as part of the offeror's evaluation process. The following is to be included for each reference:

- Name of contact and organization
- Title of contact
- Address (delivery and e-mail)
- Telephone numbers

G. Cost/Fee Proposal

Offerors shall submit and include a fee/cost proposal stated as a lump-sum total yearly contract fee to complete the required scope of enhanced services for each contract year offered. The fee/cost proposal shall further break down and show (within the total yearly contract fee) the amount(s) expected to be paid to consultants, agents, and/or subcontractors as associated with the services to be performed. Offeror may, additionally submit fee/cost proposals to provide greater or supplemental services (beyond the scope of Services required herein) to be available at option to City, at City's sole discretion. (Note: The Downtown MSD funding budgeted for fiscal year 2017 was: \$119,500; and, it is expected that approximately \$119,500 be budgeted and available in fiscal year 2018.)

H. Financial Information

The offeror shall provide sufficient and detailed financial background information on offeror (agency or organization) to allow City to thoughtfully and responsibly assess the offeror's capacity to fulfill the terms and requirements of the contract for services contemplated. This should include most recent internal financial statements (balance sheet, income statement, and cash flow statement or budget with entries reflecting revenues and expenditures to date) along with other evidence of financial stability such as the most recently-filed income tax return, or evidence of a line of credit/other types of financing, or grants received and administered etc. If the offeror is to be a start-up agency created to be responsive to this RFP for the purposes of becoming service contractor to the MSD, then it must be proposed as a sub-agency or sanctioned spin-off of another agency/organization which can show financial history and capacity of the parent agency/organization, and the parent may need to be considered by the City for joint or partial contract liability.

I. Additional Proposal Considerations

Items included on the following list of "Additional Proposal Considerations" may be a reiteration of information included in previous sections. The offeror should reference if the response to any of the following has been included in a previous section.

- Discuss the mechanism(s) the organization will use for ongoing feedback on services.
- Discuss how the organization will leverage funding from other sources.
- Discuss how the organization will assist and support the City in the implementation of the Arts & Entertainment District Plan.
- Propose a contract term (NC State statute legislation allows for a term from 1-5 years).
- Discuss and examine offeror's Board composition for inclusiveness of MSD residents and both small and large property-owner(s)/businesses.
- Address your thoughts on the long-term strategic direction of the MSD/Arts & Entertainment district.
  - The desired mix of goods and services offered.
  - A retail economic strategy that considers diversity of retail choices.
  - An annual work plan and metrics to success which aligns with the A & E plan goals and with the City's Budget process.

## **EVALUATION CRITERIA AND CONTRACT AWARD**

Proposals will be evaluated by a committee composed of City officials, and/or key management staff familiar with these types of services. Proposals will be evaluated and ranked based on the requirements stated herein. The City may choose to conduct in-person interviews with one or more top ranking agencies/organizations based upon this evaluation. Offerors are hereby notified that key personnel identified for the service provision will be expected to participate in the interview should one be requested. The City intends to award a contract to the agency/organization that demonstrates the experience, skill, and capacity to meet the City's requirements as outlined herein. The City reserves the right to accept or reject any proposal.

Evaluation Criteria will be as follows:

<u>Criteria</u>	<u>Weighted %</u>
Qualification and experience of proposed team	40%
Overall understanding as detailed in submittal	20%
Demonstration of prior successes/abilities	20%
Ability to measure and understand past to adapt to future	10%
Proposed Cost	10%

Selection and Award of Contract Timeline: (These dates are subject to change)

Release of RFP:	March 7, 2017
Submittal deadline for RFP:	April 14, 2017
Notify Offeror(s) of Status:	April 21, 2017
Interviews [Selected Organization(s)]:	April 27, 2017
Public Hearing Ad to Newspaper:	May 17, 2017
Contract Completed:	May 19, 2017
Public Hearing Ads in Newspaper:	May 21 <sup>st</sup> & May 28 <sup>th</sup> , 2017
CCAM for Council Packet:	June 2, 2017
City Council Public Hearing/Contract Award:	June 12, 2017
Extra Council Meeting for Award (If necessary):	June 26, 2017
Contract for MSD Services Commences:	July 1, 2017

## **SUBMITTAL DUE DATE**

A total of six (6) copies of the completed proposal shall be submitted to the City of Fayetteville Purchasing Office no later than **5:00 p.m., April 14, 2017**. Packages should be plainly and visibly marked on the outside with the Proposer's Organization/Agency name and, **"Proposal—Arts & Entertainment-Focused Municipal Service District"**.

Proposals should be mailed or delivered to:

- Fayetteville Purchasing Office  
Attention: Ms. Kimberly Toon, Purchasing Manager  
City Hall,  
433 Hay Street  
Fayetteville, NC 28301-5537

## **QUESTIONS**

Questions regarding this Request For Proposal shall be submitted in writing to the attention of Kimberly Toon, Purchasing Manager, by fax at (910) 433-1680, or by e-mail to [ktoon@ci.fay.nc.us](mailto:ktoon@ci.fay.nc.us) no later than 5:00 p.m., Friday, April 7, 2017.

## KEY CONTRACT TERMS AND CONDITIONS

Proposals shall be firm for acceptance by the City for a period of ninety (90) calendar days after the date and time set for receipt.

Proposals must be submitted in a sealed envelope; no faxed or e-mailed proposals will be accepted.

The City reserves the right to award this contract in whole or in part in the best interest of the City. The City further reserves the right to accept or reject any or all proposals.

The City reserves the right to request additional information it feels necessary to make a qualified judgement as to the offering organization/agency's ability to perform the work.

The final contract for provision of enhanced services for the Arts & Entertainment-Focused Municipal Service District (MSD) shall at minimum contain the following:

- (1) Shall specify the purposes for which the City-levied and collected MSD monies are to be used for the Service District.
- (2) Shall require an appropriate accounting for said monies following the conclusion of each fiscal year. Such accounting shall further include the name, location, purpose, and amount paid to any person or persons with whom the agency contracted to perform or complete any purpose for which the monies were used for the service district.
- (3) Shall require the contracted agency to report annually to the City, by presentation in a City Council Meeting, and by written report, the needs of the service district; completed projects, and pending projects. Further, prior to the report, the contracted agency shall seek input from the district property owners and residents regarding their needs for the upcoming year.
- (4) Shall specify the scope of services to be provided by the contracted agency. Any changes to that scope of services shall be approved by the City Council.
- (5) The successful bidder shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance has been obtained and approved. See Other Provisions Section (2) (c) below titled "Subcontractors."

The insurance required for this contract is as follows:

- (a) Commercial General Liability ISO #CG 00 01 10 93: The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/completed.
- (b) Automobile Liability ISO #CA 00 01 12 93: The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount

not less than \$1,000,000 combined single limit per accident for bodily injury and property damage from owned, non-owned, and hired automobiles.

- (c) **Worker's Compensation and Employers' Liability Insurance:** The Contractor shall take out and maintain during the life of this contract workers' compensation insurance as required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limit and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Worker's Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected.
- (d) **Owner's and Contractor's Protective Liability I.S.O. #CG 00 09 10 93:** The Contractor shall secure and maintain during the life of the contract, an **Owner's and Contractor's Protective Liability insurance policy for the City, with minimum limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.**

#### Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers shall be so identified on the Certificate of Insurance form. The City reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A;VII.

#### Indemnity Provision

Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the City of Fayetteville or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subcontractors, agents, and employees, in the performance of the work/service set forth in the Standard Specifications and Special Provisions, and any changes, addenda, or modifications including losses, expenses or damages sustained by the City of Fayetteville, and agrees to indemnify and hold harmless the City of Fayetteville, its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement Contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof.

Other Provisions:

(1) Any deductible or self-insured retention must be declared to and approved by the City.

(2) The policies are to contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability Coverage

- 1) The City of Fayetteville, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- 2) The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to:

City of Fayetteville Purchasing Office  
433 Hay Street  
Fayetteville, NC 28301

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, and volunteers. In the event the City is damaged by the failure of the Contractor to maintain such insurance and to so notify the City, the Contractor shall bear all reasonable costs properly attributable thereto.

(c) Subcontractors

Contractor shall include all subcontractors as insurers under its policies OR shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(d) No Waiver of Immunity

Any insurance coverage required by the terms of this contract shall not be deemed a contract of insurance purchased by the City nor a waiver of the City's immunity pursuant to NCGS 160A-485.

**E-Verify**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ ("Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
4. Employer and Employer's subcontractors comply with E-Verify, and if Employer subsequently retains any subcontractors on this project Employer will ensure their compliance with E-Verify.

This \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

My Commission Expires:

\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)



## Iran Divestment Act Certification

N.C.G.S. 143C-6A-5(a)

As of the date listed below, \_\_\_\_\_ (name of vendor/bidder) is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor/bidder listed above to make the foregoing statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contracts with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

**ATTACHMENT A**  
**ACKNOWLEDGEMENT OF ADDENDA**

The following form shall be completed and included in the bid. Failure to acknowledge receipt of all addenda may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

\_\_\_\_\_  
Name of Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date