



RECREATION AND PARKS

February 10, 2017

City of Greenville, NC Invitation to Submit Proposals

REQUEST FOR PROPOSAL: PROFESSIONAL GOLF MANAGEMENT SERVICES FOR THE BRADFORD CREEK PUBLIC GOLF COURSE.

The City of Greenville, NC is requesting proposals for the management of the city-owned Bradford Creek Public Golf Course, located at 4950 Old Pictolus Road, Greenville, NC 27858.

Proposal specifications are available from the City's Purchasing Office, Municipal Building, 201 West Fifth Street, Greenville, NC 27834 and on the Purchasing Office website:

<http://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>

Proposals will be received until March 17, 2017 at 4 PM (EST). The City reserves the right to reject any or all proposals when such action is deemed to be in the best interest of the City of Greenville. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City reserves the right to reject any or all proposals and waive minor irregularities in the evaluation procedures. The City reserves the right to negotiate modifications to proposals that it deems acceptable.

Denisha Harris
Purchasing Manager
252-329-4862

City of Greenville

Professional Golf Management Services for Operation of the Bradford Creek Public Golf Course

NOTICE

The City of Greenville, Municipal Building, 201 West Fifth Street, Greenville, NC 27834, requests proposals to operate the City-owned, eighteen-hole Bradford Creek Public Golf Course.

SCOPE OF PURPOSE

In selecting a Management Company to operate the Bradford Creek Public Golf Course, the City of Greenville requires proposals whereby the company operating the course must bear the full cost of the acquisition of any needed golf course maintenance equipment, golf carts, and concession equipment.

The City will not accept any liability for operating losses for the golf course beyond any agreed upon amount, should there be one.

The City of Greenville desires a publicly accessible golf operation that focuses on providing reasonably priced, convenient and high quality golf opportunities to city residents and visitors of all ages. An active youth golf program is a desirable component of the operation, as is a fruitful effort to bring golf experiences to young people who, because of economic limitations or disabilities, may never have the opportunity to experience the game of golf.

The company operating the golf course shall be required to submit a 5-year capital improvement plan for necessary capital items for the course and clubhouse. Examples of capital items include an upgrade to the irrigation system, renovated and expanded bathrooms, driving range improvements, and the like.

This plan must be updated and submitted to the City each December.

A regularly scheduled meeting and associated course inspection will be completed by the City of Greenville's Parks Superintendent with an appropriate designee of the approved management company in order to verify contract compliance and to establish an on-going communication link with the City.

RESPONSES TO THIS REQUEST

Deliver to: Denisha Harris, City of Greenville Purchasing Manager

In Person: Municipal Building, 201 West Fifth Street Greenville, NC 27834

By Mail: P.O. Box 7207, Greenville, NC 27835

Due Date: March 17, 2017 by 4 PM (EST)

The proposal shall be submitted in a sealed envelope, labeled: PROFESSIONAL GOLF MANAGEMENT SERVICES FOR THE BRADFORD CREEK PUBLIC GOLF COURSE with an original and five (5) copies.

Proposals received later than the time and date specified will not be considered and will not be opened.

INVITATION TO SUBMIT PROPOSALS; NO OBLIGATION TO CONTRACT

By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFP and you are capable of performing the work to achieve the City's objectives.

This Request for Proposal ("RFP") is only an invitation and in no way commits the City to enter into a management agreement, or to proceed with the proposed project. In addition, the issuance of this RFP does not obligate the City to pay any costs incurred by any respondent in connection with:

- (1) The preparation of a response to this request
- (2) Any supplements or modifications of this RFP
- (3) Negotiations with the City or other party arising out of or relating to this RFP or the subject matter of this RFP.

All proposals submitted in response to this Request for Proposals become the property of the City of Greenville.

The City of Greenville reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, to extend the contract for an additional period, or to cancel in part or in its entirety the RFP, and to waive any informality if it is in the best interests of the City to do so.

Administrative and Technical questions pertaining to the Request for Proposal (RFP) shall be directed in writing to: Denisha Harris, Purchasing Manager at dharris@greenvillenc.gov.

Procedural and clarification questions will be answered appropriately. Questions that require an answer that will in effect change/alter the intent of the specifications will be answered in writing to all known potential bidders by a Bid Addendum.

BACKGROUND

Bradford Creek Public Golf Course is an eighteen-hole municipal golf course located at 4950 Old Pictolus Road, Greenville, NC. It features open, rolling terrain, along 185 acres, with many tree-lined fairways, ponds, and slow-moving streams. All of this combines to create a visually beautiful experience. This Par 72 course is configured to produce yardages ranging from 5,124 yards from the forward tees to 7,151 yards from the championship tees.

The course includes a foot golf course, a lighted driving range, an attractive clubhouse with a small pro shop, bar and reception area, and maintenance shop. Two irrigation ponds supply the underground, automatic irrigation system.

The course is easily accessible off of NC Route 264.

IMPORTANT – Please visit the Purchasing Office website at:

<http://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>, TO CAREFULLY REVIEW A HISTORY OF THE BRADFORD CREEK PUBLIC GOLF COURSE OVER THE PREVIOUS FIVE (5) YEARS INCLUDING:

1. Expenses/Revenue
2. Utility costs for club house, maintenance barn, driving range, and irrigation
3. Capital equipment and assets owned by the course
4. Number of weather affected days of play
5. Number of full time employees with job titles and descriptions

ROUNDS OF GOLF BY YEAR

A 6-year history of rounds played is provided below. Totals reflect round of both 9 and 18 holes.

Year Rounds

2011 – 21,678

2012 – 24,727

2013 – 20,630

2014 – 18,811

2015 – 18,023

2016 – 18,781

Historically, the course has had a variety of leagues, tournaments, private and group instruction, and rental functions. The course includes a small practice range/teaching area, and a large putting and chipping green outside the clubhouse.

Past performance information is provided for informational purposes only and is not intended to be a representation of or guarantee of future success. The City makes no representations or warranties with respect to the profitability of the Bradford Creek Public Golf Course operations. Each respondent is expected to make its own independent analysis of the potential for profit/loss associated with the operations of the Bradford Creek Public Golf Course.

ANTICIPATED SCHEDULE

Proposal due date: March 17, 2017 at 4 PM (EST)

Questions regarding RFP due in writing: March 3, 2017 at 5 PM (EST)

Denisha Harris, Purchasing Manager at dharris@greenvillenc.gov

Answers posted on Purchasing Manager's website: March 7, 2017 by 5 PM (EST)

<http://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>

Proposal review: April, 2017

Dependent upon results of proposal review, an updated schedule containing contract negotiation, City Council approval, contract signing, and notice to proceed shall be issued.

PREFERRED QUALIFICATIONS

In order to qualify for consideration in the award of the management contract or lease for the subject facility, a respondent must:

1. Have experience in the comprehensive management of public golf course operations. Extended management experience with municipal or publicly-owned golf courses will be favorably considered. Relevant experience includes management and operation of a golf course facility; pro shop operations including merchandise sales and golf cart operations; providing golf opportunities — at least to a limited degree — to adults and youth who might not normally have access to such opportunities; successfully managing clubhouse operations including private rentals and restaurant or snack bar operations; and effectively addressing course maintenance functions.
2. Demonstrate the required line of credit or financial resources required to equip and operate the golf course facilities during the contract period.
3. Demonstrate a competent record of employment or history of contract service in the operation of a similar golf facility business as verified and supported by references, letters, and other necessary evidence from employers and/or public agencies.

PROOF OF COMPETENCY

It is the desire of the City to contract with a reputable and experienced golf management company with a proven record of success for the operation of Bradford Creek Public Golf Course. A respondent must demonstrate its capability to perform the following functions:

1. Basic bookkeeping; posting, preparation of a trial balance, preparation of financial statements, control of cash and bank reconciliation statements.
2. Salesmanship: fundamentals of retail, wholesale, and service selling; merchandise and sales presentation; principles of self-management; sales demonstration.
3. Personnel management: the guidance and control of personnel; interviewing; training; job analysis; performance evaluation; supervisory problems with subordinate personnel.
4. Property Maintenance: the ability to provide exceptional property maintenance, including all buildings, grounds, equipment, parking lots and golf facilities. Must be able to supply: all equipment including but not limited to mowing equipment, spraying equipment, greens rollers, top dressers, spreaders, aerators, kitchen equipment as deemed necessary, golf carts, and a qualified Golf Course Superintendent.

PROPOSAL FORMAT and DOCUMENTATION REQUIREMENTS (1 – 22)

All respondents are required to submit the information detailed below. Responses shall be organized and presented in the order listed below to assist the City in reviewing and rating proposals. Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.

In order to be deemed fully responsive to the RFP, a proposal must be complete and include the following forms, documents and information:

1. A letter of transmittal indicating the respondent's interest in providing the service and any other information that would assist the City in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.
2. A brief synopsis of the highlights of the proposal, which should not exceed one page in length, be easily understood, and which summarizes the overall benefits of the proposal to the City and the citizens of Greenville.
3. A prioritized list of recommended capital improvements (examples include bathroom renovations, the addition of a practice facility, etc.) that may be considered by the City to make the long term operation of the golf course more sustainable.
4. A statement of approach which describes respondent's management philosophy and specifically describe respondent's approach to managing this project.
 - a. *Discuss preliminary marketing strategies for the operation of Bradford Creek Public Golf Course.*
 - b. *Provide a statement of how respondent plans to maintain all areas of the golf course (specific maintenance schedules).*
 - c. *Identify how respondent will structure the organization and its personnel. List the key positions which will be assigned temporarily or permanently and provide relevant qualifications for each.*
 - d. *Identify any innovative aspects of respondent's operational approach.*
5. A list of materials, equipment, furniture, fixtures, and the like, if any, that the respondent intends to include as part of its package if selected by the City. Examples include golf maintenance equipment; kitchen equipment; furniture; any additional clubhouse appointments such as draperies and wall hangings; pro shop fixtures, such as display cases; general business equipment, such as cash registers, credit card machines, and computers; and course materials such as flags, cups, tee markers and cart path directional ropes and signage.
6. Cash flow and pro forma analysis: the analysis shall project three (3) years of operations and indicate the estimated annual revenues and operating expenses. The pro forma shall include:
 - a. *A list of all revenue-producing operations, indicating the anticipated annual gross receipts for each.*
 - b. *A complete breakdown of anticipated operating expenses.*
 - c. *A list of any additional funding sources for your proposal.*
7. A narrative description of all services, programs and activities contemplated. Include a sample of an annual calendar of events.
8. A list of proposed first year prices, fees and charges for all contemplated goods and services to be sold or provided. Pro shop merchandise prices may be presented in a price-range format.
9. Statement of company qualifications including any unique expertise or experience.
10. A general business statement that should emphasize respondent's experience in the management and operation of public golf facilities and services similar to those outlined in this RFP. In the event that the respondent has provided, or is providing, such golf service on a contractual basis to a public agency or to a private entity, the respondent shall submit the name, address, email, and phone number of such clientele, and a brief description of the services provided and other pertinent data. In addition, the respondent must identify any such contracts that, within the last five (5) years, have been canceled or not renewed.

11. A complete list of golf courses managed or leased over the past ten (10) years including the dates started and terminated. Indicate for each client whether or not the respondent has met all financial requirements of the agreement. (Additional information on selected current and/or past clients as may be requested by the City).
12. A minimum of three (3) business references giving names, addresses, emails, phone numbers, and the nature and duration of the business association in each instance. These references must be persons or firms with whom you have conducted business transactions during the past three (3) years.
13. A minimum of three (3) financial references giving names, addresses, emails, and phone numbers in each instance. At least one (1) of the three (3) references must be a bank or savings and loan institution; and the type of relationship shall also be indicated, for example: checking accounts, savings accounts, real estate loans, or construction loans. At least one (1) of these references must be a major supplier which ordinarily bills the respondent on a recurring basis, and has done so for at least three (3) years.
14. A list of the respondents' litigation history for the past ten years concerning golf course operations including dates, court case citations, nature of dispute, and results.
15. A full and detailed presentation of the true conditions, as of December 31, 2016, or most recently available, of the respondents' assets, liabilities, and net worth.

The City may require additional financial reports during the interview/selection process. If the respondent is a partnership or joint venture, individual financial statements must be submitted for each general partner associated with the partnership or joint venture.
16. Insurance Requirements: respondents shall provide assurances that it can indemnify and meet the insurance requirements of the City of Greenville as set forth in **Appendix A**.
17. Respondent shall provide proof of internal policies in regard to equal employment opportunity.
18. Respondent must specify and provide legal documentation of status of company, such as corporate papers, partnership papers, etc. (Note: the contract is not assignable or transferable to any other company without City of Greenville approval).
19. Request for performance evaluation criteria whereby the respondent shall propose performance evaluation measurement criteria to be utilized during the contract term as a condition of the contract. The criteria should be in measurable terms and based on national standards, specific specifications, or other benchmark methods. At a minimum, the proposal should include performance criteria for the following areas: course maintenance, customer service, facility appearance, facility preventative maintenance. Performance evaluation shall specify the frequency of reporting intervals to City staff.
20. Fees and contract term. The respondent shall present the City with the typical fee/revenue structure they use to contract manage a public golf facility. This fee/revenue structure refers specifically to the contracted relationship, that would exist, between the City of Greenville and respondent to manage Bradford Creek Public Golf Course. Proposed contract duration and possible extension details shall be presented by respondent.
21. Execution of Statement of Non-collusion (Exhibit B)

22. Iran Divestment Act (Exhibit C)

IRAN DIVESTMENT ACT: Vendor certifies that; (i) it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-86.58; (ii) it will not take any actions causing it to appear on said list during the terms of this Purchase Order, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

All firms that are submitting a proposal are required to complete the Iran Divestment Act Certification form included as Exhibit C and shall be included with the proposal package. Failure to include the form may deem the proposal unresponsive.

CONTRACT RESTRICTIONS and OTHER REQUIREMENTS

1. Any course reconfigurations or substantial modifications to facilities must be approved by the City.
2. The successful respondent must obtain and maintain all necessary permits, certificates and licenses.
3. The successful respondent is expected to work with local, state, regional, and national amateur and professional golf associations to insure that current ranking and certifications are received and maintained. Any desired changes must be approved by the City.
4. If alcoholic beverages are sold or dispensed on the premises that comprise the Bradford Creek Public Golf Course at any time during the term of the Contract or any extension thereof, the successful respondent shall covenant that it will at all times comply with all laws of the State of North Carolina and City of Greenville governing the sale of such beverages. Any such sale or dispensing of alcoholic beverages on the premises shall cease at 12 AM (midnight).
5. The successful respondent shall covenant to fully store and adequately staff the golf course, pro shop and all other areas of the premises during the term of the Contract and any extension thereof for the operation and use of the premises as described previously and to keep the premises open for such use continuously and without interruption for such hours and such time as are customary for said operation and use. The successful respondent shall hire, train and evaluate any starters, rangers and other course employees it deems necessary to adequately staff the operation.
6. The successful respondent shall provide the City an annual financial statement on a consistent basis concerning its operation of the golf course and other related services, prepared by a certified public accountant in accordance with generally accepted accounting principles, within ninety (90) days after the close of the respondent's fiscal year for each year falling completely or partly within the term of the Contract or any extension thereof.
The successful respondent shall also submit other financial information within a reasonable time after requests made from the City.
7. The successful respondent shall covenant to pay all taxes levied on all equipment, goods or other personal property it owns and uses in connection with the golf course, pro shop and other parts of the premises during the term of the Contract or any extension thereof. The premises shall be exempt from property taxes ordinarily levied by Pitt County as long as they are owned by City.
8. The successful respondent shall covenant not to discriminate with respect to employment, hiring, and use and enjoyment of the golf course and related facilities on the basis of race, color, creed, religion, age, sex, marital status, national origin, or physical or mental disability in violation of the laws of the United States or of the State of North Carolina, nor otherwise to commit any unfair employment practice prohibited by law, except that the respondent may base an adverse hiring, termination or other employment action upon physical or mental disability if

the respondent affirmatively establishes that the disability prevents satisfactory performance of the work involved.

9. The successful respondent shall covenant to take affirmative action to promote nondiscrimination, to display the provisions of this nondiscrimination clause conspicuously in the pro shop and any other appropriate areas of the leased premises, and to incorporate these nondiscrimination provisions in all contracts executed with labor unions and suppliers of materials and services.
10. The successful respondent shall permit individual golfers and groups to use the golf course, pro shop and other facilities on a daily basis by paying green fees at the golf course.
11. The successful respondent shall establish respective greens fees for weekday rounds and for rounds played on Saturdays, Sundays and holidays, but shall not charge any unreasonable fees, as determined by the City.
12. The successful respondent shall covenant not to assign the Contract in whole or in part or sublet all or any part of the premises without the City's prior written consent in each instance nor to use or permit the use of the premises for any purposes other than those described herein without the City's prior written consent, should consent be granted. Any assignee or subcontractor shall be required in advance to furnish appropriate character references to the City and to demonstrate adequate financial capability and appropriate experience. Any consent by the City to any assignment or subcontracting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subcontracting.
13. The prohibition against assignment or subcontracting shall be construed to cover any assignment or subcontracting by operation of law. Notwithstanding any assignment or subcontracting, the successful respondent shall remain primarily liable under the Contract and shall not be released from performing any of its terms and covenants, but the successful respondent and its assignee shall thereafter be jointly and severally liable for the full and faithful performance of the successful respondent's obligations under the Contract.
14. The City shall limit the number of days per year for which the golf course is exclusively used and devoted to private tournament play and other special golf events, such limit being consistent with maintaining the golf course as a public facility.
15. The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that will pertain to this project. For more information please see the City of Greenville's webpage at www.greenvillenc.gov/financialservices/purchasingdivision.
16. **E-VERIFY COMPLIANCE:** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
17. **MINORITY AND/OR WOMAN BUSINESS ENTERPRISE (M/WBE) PROGRAM**
It is the policy of the City of Greenville to provide minorities and women 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. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

SELECTION CRITERIA

The City intends to have a committee evaluation process which shall rank all responses and may at its discretion request presentations from respondents as needed. No interpretation shall be binding unless in writing from the City of Greenville. Criteria to be used by the City of Greenville in evaluation of proposals will include, but not be limited to:

1. Financial terms of proposal
2. Professional abilities of the respondent
3. Demonstrated maintenance performance
4. Level of relevant and similar golf management experience
5. Operating efficiency and profitability
6. Course maintenance standards
7. Customer service
8. Facility appearance
9. Facility preventative maintenance
10. Qualifications of personnel committed specifically to this project
11. Working relationships with previous clients
12. Quality of the proposal provided by the respondent
13. Approach to the project including; *Course Improvement Plan, responsiveness of proposal to City's needs, and current and projected workloads that might affect the firm's ability to perform work.*

APPENDIX A

The successful respondent shall covenant to purchase and maintain at its own expense and at all times during the term of the Lease the following coverage's and limits:

- *Comprehensive General Liability: Limit of Liability - \$1,000,000 per occurrence/\$2,000,000 general aggregate.*
- *Umbrella/Excess Liability: Limit of Liability - \$4,000,000 (Coverages shall include appropriate chemical application inclusions.)*

The City shall have the right to approve or reject the insurance company or companies writing the aforementioned policies. Insurance shall be written with carriers approved in the State of North Carolina and with a minimum of an (A-) Best rating. The successful respondent further covenants to have the City named as an additional insured in all such policies, to give the City duly executed insurance certificates and to either mail the City written notice of cancellation of any policy at least thirty (30) days before the cancellation's effective date or require in each policy that the insurance company mail the City such advance notice of cancellation or adequate Worker's Compensation insurance and shall furnish the City.

The successful respondent shall covenant to purchase and maintain at its own expense and at all times during the term of this Contract or any extension thereof adequate Worker's Compensation insurance to cover the respondent and shall furnish the City with certificates of such insurance. Lesser carriers approved in the State of North Carolina and with a minimum of an (A-) Best rating. The City shall have the right to approve or reject the insurance company or companies writing the aforementioned policies. The successful respondent shall covenant to have the City named as an additional insured in all policies.

The successful respondent shall purchase and maintain at its own expense and at all times during the term of this Contract or any extension thereof adequate Worker's Compensation insurance to cover potential liability for work-related injuries to employees of the successful respondent and shall furnish the City with certificates of such insurance.

The successful respondent shall direct its Insurer to provide a Certificate of Insurance to the City of Greenville before any work is performed. The Certificate shall specify that the City of Greenville shall receive 30 days advance written notice of cancellation or non-renewal.

The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation.

To the fullest extent permitted by law, the successful respondent shall indemnify and hold harmless the City and its consultants, agents, and employees from and against any claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the respondent, any person or organization directly or indirectly employed or engaged by the successful respondent to perform or furnish either of the services, or anyone for whose acts the successful respondent may be liable, regardless of whether or not it is cause in part by a party indemnified hereunder.

NON-COLLUSION AFFIDAVIT

By executing this bid, I certify that this bid is submitted to the City of Greenville competitively and without collusion. I am authorized to represent the bidder both in submitting this bid and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the bidder has not violated N. C. General Statute section 133-24 in connection with the bid, (2) the bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its bid, and (3) the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor. In this Non-collusion Affidavit, "bid" includes bids and proposals, and "bidder" includes bidder, proposer and respondent. The neuter includes the masculine and the feminine. The bidder to which this Non-Collusion Affidavit refers is:

(insert name of bidder)

(signature of individual)

ACKNOWLEDGMENT

State of _____

County of _____

I, a notary public in and for the aforesaid county and state, certify that _____ personally appeared before me this day and having been duly sworn, stated that the contents of the foregoing Non-collusion Affidavit are true to the best of his or her knowledge and belief, and he or she acknowledged the execution of the foregoing Non-collusion Affidavit in connection with the bidder named above. This the _____ day of _____, 20_____.

My commission expires:

Notary Public

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.

143C-6A-5(a)

Name of Respondent, Vendor or Bidder: _____

As of the date listed below, the respondent, vendor or bidder listed above, and all subcontractors utilized by the respondent, vendor or bidder listed above, 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 respondent, vendor or 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 contractors 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 the address www.nctreasurer.com/Iran and will be updated every 180 days.